

244089 C.J.

MORTGAGE OF REAL ESTATE COMPARED

THIS INDENTURE, Made this 7th day of November A. D. 1923,
 between F. W. Cross of Tulsa County, in the State of Okla-
 homa, party of the first part, and W.C. Crockett of
 Tulsa County, in the State of Oklahoma, party of the second
 part.

TRUSTEES ENDORSEMENT
 I hereby certify that the above is a true and correct copy of the original
 Record No. 12351
 Dated this 8th day of Nov. 1923
 W. W. Stuckey, County Treasurer
 L.B. Deputy

WITNESSETH, That said party of the first part in consideration of the sum of Five Hundred, (\$500.00) DOLLARS, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part his heirs and assigns, all the following described real estate, situated in the County of Tulsa State of Oklahoma, to-wit:

Lot 8-9-10 in Block 12 in the original townsite of Glenpool and all improvements thereon

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, forever.

This conveyance is intended as a mortgage to secure the payment of one promissory note of even date herewith. One for \$500.00 due May 7th 1924, and one for \$500.00 or order, payable at ----- with 8 per cent interest per annum, payable semi-annually and 10 per cent additional as attorney's fees in case of legal proceedings to collect, and signed by-----

Said first party hereby covenant that he is the lawful owner in fee simple of the said premises and that they are free and clear of all incumbrances. That he has good right and authority to convey and encumber the same and he will warrant and defend the same against the lawful claims of all persons whomsoever.

Said first part---- agree----- to insure the buildings on said premises in the sum of \$----- for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first party--- agrees-- to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Now if said first part----shall pay or cause to be paid to said second part--- heirs or assigns said sum of money in the above described note mentioned, together with the interest thereon according to the terms and tenor of said note and shall make and maintain such insurance and pay such taxes and assessments then these presents should be wholly discharged and void, otherwise shall remain in full force and effect. If such insurance is not effected and maintained or if any and all taxes and assessments which are or may be lawfully levied or assessed against such premises or any part thereof are not paid before delinquent then the mortgagee may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon at the rate of ---- per cent per annum until paid and this mortgage shall stand as security for all such payments; and if said sum or sums of money or any part thereof is not paid when due, or if such insurance is not effected and maintained or any taxes or assessments are not paid before delinquent the holder of said note--- and this mortgage may elect to declare the whole sum or sums and interest thereon due and payable at once and proceed to collect said debt including attorney's fees and to foreclose this mortgage; and shall become entitled to possession of said premises.

Said first part---- waive notice of election to declare the whole debt due as above stated and also the benefit of stay, valuation or appraisal laws.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand the day and year first above written.

F. W. Cross

STATE OF OKLAHOMA Tulsa County, ss.

Before me, V. Cumby, a Notary Public in and for the above named County and State, on this 7