

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

J. J. Daly

Party of the First Part.

Everett Holland

Party of the second part.

NO ACKNOWLEDGMENT

Filed for record in Tulsa County, Tulsa Oklahoma, Nov. 16, 1923 at 1:50 o'clock P. M. in Book 480, page 303

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

244621

C. J.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$42 and issued Receipt No. 12477 therefor in payment of mortgage tax on the within mortgage.
Dated this 17 day of Nov. 1923
W. W. Stuckey, County Treasurer

REAL ESTATE MORTGAGE

State of Oklahoma Tulsa County, **COMPARED**

THIS INDENTURE, Made this 1st day of November, A.D.

1923 Between S. D. Hooker and Annie J. Hooker, his wife of Tulsa County, in the State of Oklahoma,

parties of the first part, and Quean Bethsheba Grand Chapter, Order of Eastern Star, Oklahoma Jurisdiction of ----- County, in the State of Oklahoma, party of the second part.

WITNESSETH, That said party of the first part in consideration of the sum of Two Thousand DOLLARS the receipt whereof is hereby acknowledged does by these presents grant, bargain, sell and convey unto said party of the second part--- he--- heirs and assigns, all the following described real estate, situated in the County of Tulsa State of Oklahoma, to-wit:

Lot 22, in Block 10, in Greenwood Addition to the City of Tulsa.

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 \$2,000.00, due one year 192---, one for \$-----, due---192--- made to Queen Bethsheba Grand Chapter Order of Eastern Star, Okla., payable at Boley, Okla. with 8 per cent interest per annum payable semi-annually and ---- per cent additional as attorney's fees in case of legal proceedings to collect, and signed by S. D. Hooker and Annie J. Hooker

Said first party hereby covenants that they are the owner in fee simple of said premises and that they are free and clear from all encumbrances. That they have good right and authority to convey and incumber the same, and they will warrant and defend the same against the lawful claims of all persons whomsoever. Said first party agrees to insure the buildings on said premises in the sum of \$1700.00, 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 against said premises before delinquent.

Now if said first party shall pay or cause to be paid to said second party their heirs or assigns, said sums 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 shall 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 levied and assessed lawfully against said 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 8 per cent per annum until paid, and that 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 maintain-