

245936 C. J.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$72 and issued Receipt No. 12784 therefor in payment of mortgage tax on the within mortgage.

Dated this 5 day of Dec., 1923
W. W. Stackey, County Treasurer

S.B.
Deputy

REAL ESTATE MORTGAGE

COMPARED

THIS INDENTURE, Made this 7th day of November A.D.

1923 Between John H. Beighle & Minnie Beighle of Tulsa County, in the State of Oklahoma parties of the first part, and Margaret McCutcheon of --- party of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of Seven Hundred nine & 54/100 DOLLARS the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part, heirs and assigns, all the following described real estate, situated in Tulsa County and State of Oklahoma, to-wit:

That part of the South East Quarter of the South East quarter of Section (5) in Township Nineteen (19), North and Range Twelve (12), East described as follows: Beginning at a Point forty-four (44) rods South and Twenty (20) rods West of the North East Corner of the South East Quarter of the South East Quarter of said Section Five (5); Thence running South four (4) rods; Thence West Twenty (20) rods; Thence North Four (4) rods; thence East Twenty (20) rods to the point of beginning, and containing one half acre more or less.

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining forever.

This conveyance is intended as a mortgage to secure the payment of Fourteen promissory notes of even date herewith. One for \$ ----- due ----- 19-----Fourteen notes made to Margaret McCutcheon or order, payable at Fidelity State Bank with 8 per cent interest per annum, payable and signed by John Beighle and Minnie Beighle.

This mortgage is given to secure the principal sum of Seven hundred nine and 54/100 Dollars with interest thereon at the rate of 8 per cent per annum, payable monthly from April 1, 1924 according to the terms of fourteen promissory notes described as follows:

One promissory note number 1 being for the principal sum of Fifty nine and 54/100 Dollars being due and payable April 1, 1924.

Thirteen promissory notes numbered 2 to 13 both inclusive, each of said notes dated November 7, 1923, and each of said notes being for the principal sum of Fifty Dollars (\$50.00) and said notes being due and payable as follows:

Note number 2 being payable May 1, 1924, Note number 3 being due and payable June 1, 1924, and so following, on the first day of each and every consecutive month thereafter one of said notes becomes due and payable until all of said notes have been paid in full. Each and all of the said notes are signed by the above named mortgagors and payable to the above named mortgagee, or order and each and all of said notes bear interest at 8 per cent per annum from November 7, 1923. Permission is hereby granted to pay any or all of said notes before maturity at any time. The Failure of the mortgagor to pay any note or interest when due shall at the election of the mortgagee cause all of the remaining notes and indebtedness hereby secured to become at once due and payable and cause this mortgage to be subject to foreclosure and notice of such election is hereby waived. The mortgagor agrees to keep the dwelling house on said premises insured in some reliable company against loss by fire and tornado, in the sum of \$2000.00 in favor of mortgagee, failure to do so will operate to make the unpaid balance immediately due and this mortgage subject to foreclosure as hereinafter provided.

Said first parties hereby covenant that they are owners in fee simple of said premises and that they are free and clear of all incumbrances.

That they have good right and authority to convey and encumber the same, and they will warrant and defend the same against the lawful claims of all persons whomsoever.