

20th day of November 1923 personally appeared C. W. Carrett to me known to be the identical person who subscribed the name of the maker thereof to the within and foregoing instrument as its Vice Pres. and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, For the uses and purposes therein set forth.

My commission expires Sept 13, 1927, (Seal) Margaret Rouse, Notary Public,

filed for record in Tulsa, Tulsa County, Okla. on November 21st 1923, at 11 oclock A M in Book 481 on page 23

Brady Brown, Deputy

(Seal)

O. G. Weaver, County Clerk

#245138 EC

MORTGAGE OF REAL ESTATE;

COMPARED

481

This indenture, Made this 21st day of November A. D. 1923. between Xenophon Jones of County, in the State of Oklahoma party of the first part, and Moman Pruiett of Oklahoma party of the second part;

Witnesseth, That said party of the first part in consideration of the sum of Twenty-five Thousand (\$25000.00) Dollars the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the said party of the second part, his heirs and assigns all the following described real estate, situate in Tulsa County, and State of Oklahoma, to-wit

N 2 of NW4 of ^{Sec. 7} and SE4 of SW4 Sec 6. Twp. 16 N, R. 14 E,

Tulsa County being all the land I own in Twp 16N, R. 14E,

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 one promissory note of even date herewith; One for \$ 25000.00 Two years from the 21st day of Nov., 1923, made to Moman Pruiett or order, payable at Oklahoma City, Oklahoma, with 10 per cent, interest per annum from date, payable annually, and signed by first party,

Said first party hereby covenants that he is the owner in fee simple of said premises, and that they are free and clear of all incumbrances that he has good right and authority to convey and incumber the same and he warrants and will defend the same against the lawful claims of all persons whosoever, Said first party agrees to insure the buildings on said premises in the sum \$ _____ for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage, and to pay all taxes and assessments lawfully assessed on said premises before delinquent,

Said first party further expressly agrees that in case of foreclosure if this mortgage and as often as any proceedings shall be taken to foreclose the same as herein provided, the mortgagor will pay to the plaintiff _____ ten per cent additional as attorney's or solicitor's fees therefor, in addition to all other statutory fees, said fee to be due and payable upon the filing of the petition for foreclosure, and the same shall be a further charge and lien upon said premises described in this mortgage and the amount thereof shall be recovered in said foreclosure suit and included in any judgment or decree rendered in any action as aforesaid and collected, and the lien thereof enforced in the same manner as the principal debt hereby secured,

Now if said first party shall pay or cause to be paid to said second part his heirs or assigns said sum of money in the above described note, mentioned, together with 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 remain in full force and effect, If such insurance is not effected and maintained, or if any and all taxes are not paid before delinquent, the mortgagee may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon at the rate of 10 per cent