

TREASURER'S ENDORSEMENT

I hereby certify that I received \$, 50 and issued

for payment of mortgage

249727 - BH

COMPARED

REAL ESTATE MORTGAGE.

Date 26 day of Jan, 1924

W. B. Smith, County Treasurer

This indenture, made this 6 day of December, in the year one thousand nine hundred and twenty three, between Hannah Moore nee Lewis, and Jessie Lewis, her husband, of - parties of the first part, and The Haskell National Bank of Haskell, Okla. a corporation, party of the second part.

Witnesseth, that the said parties of the first part, for and in consideration of four hundred seventy five and 50/100 dollars; to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold, remised, released and confirmed, and by these presents does grant, bargain, sell, release and confirm unto the said party of the second part, its successors and assigns, forever all of the following described real estate, situate, lying and being in the County of Tulsa and State of Oklahoma, to-wit: Lot 21, twenty one, Block two (2) Baker Washington addition to the City of Tulsa, Okla., together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above bargained premises unto the said party of the second part, its successors and assigns, to the sole and only proper use, benefit and behoof of the said party of the second part its successors and assigns, forever, and the said parties of the first part does covenant with the said party of the second part, its successors and assigns, that at the time of the delivery of these presents are well seized of said premises in fee simple; that they are free from all incumbrances and charges wherever and that they will, and their heirs, executors and assigns shall forever warrant and defend the title to the same against all lawful claims whatsoever.

Provided, always, that these presents are upon the express condition, that the said party of the first part will and to well and truly pay or cause to be paid to the said party of the second part, its successors or assigns the sum of four hundred seventy five and 50/100 dollars, with interest according to a certain promissory note bearing even date herewith, executed by Hannah Moore, nee Lewis, and Jessie Lewis, her husband, due June 1st, 1923, to said party of the second part, its successors and assigns, to which these presents are collateral, and shall also pay and discharge or cause to be paid with the time prescribed by law, all such taxes and assessments, of whatever nature, as shall by any lawful authority, while the money secured by these presents remains unpaid, be levied or imposed upon said premises above described, including the taxes upon the mortgage interest of the said party of the second part in and to said premises by virtue of this mortgage; and shall also insure and keep insured the buildings erected and to be erected on the premises above described, in some good responsible fire insurance company, to be approved by the party of the second part, against loss and damage by fire, in the sum of at least seven hundred and no/100 dollars, for the benefit of the party of the second part its successors and assigns, and assign and deliver the policy and certificates thereof to the party of the second part, its successors and assigns and shall further keep and perform all covenants and agreements hereinafter made, then these presents shall be null and void.

And it is expressly agreed, that should any default be made in the above covenant to insure and keep insured the said buildings, then and in such case it shall be lawful for the said party of the second part, its successors and assigns, without prejudice to any rights it might otherwise have by virtue of these presents, to effect such insurance, and the premiums paid therefor shall be a lien on the premises above described, added to the amount secured by these presents, and shall be payable on demand, with interest at ten (10) per cent per annum.

And it is also agreed, that should any default be made in the payment of the taxes and