249929 - BH

COMPARED

MORTGAGE.
OF REAL ESTATE.

This indenture, made and entered into this 11th day of September, 1923, between T. J. Page, and Roselde Page, his wife, of Tulsa County, in the State of Oklahoma, party of the first part, and Dicnelda Forgue of Tulsa County, State of Oklahoma, part of the second part

Witnesseth: That said party of the first part in consideration of the sum of two thousand three hundred dollars ($2300.00) dollars the receipt whereof is hereby acknowledged, do by these presents, grant bargain, sell and convey unto said party of the second part, her successors and assigns, all the following described real estate, lying, situate and being in the County of Tulsa, State of Oklahoma, to-wit: A tract of land 50 ft. X 140 ft. more or less, 50 feet on 7th street, and 140 ft. on Lancing Ave., more specifically described as lot 1 & 2, in Block 10, Burnett addition to Tulsa, Okla.

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

This conveyance, however, is intended as a mortgage to secure the payment of a promisory note in writing this day executed and delivered to said second party, by said first party, one for $2300.00 due September 11, 1924, all payable at - - - State of Oklahoma, with interest, from Sept. 11, 1923, at the rate of 6 per cent per annum, payable annually, and all providing for the payment of ten dollars and ten per cent additional, as attorney's fees, in case the same be collected by legal proceedings or be placed in the hands of an attorney for collection.

Said first party hereby covenants that he is the owner in fee simple of said premises and that the same are free and clear of all encumbrances. That he has good right and authority to convey and incumber the same and he will, warrant and defend the same against the lawful claims of all persons whomsoever. Said first party agree to insure the buildings on said premises in the sum of ($2300.00) for the benefit of the mortgagee, its successors and assigns and to maintain such insurance during the existance of this mortgage. Said first part also agree to pay all taxes and assessmets lawfully assessed against said premises before the same shall become delinquent.

Now, if said first part_ shall say or cause to be paid to said second party, its successors and assigns, said sum or sums of money in the above described note mentioned, togethere with the interest thereon according to the terms and tenor of said note and shall procure and maintain such insurance and pay such taxes and assessments, then these presents shall be wholly discharged and void; otherwise shall remain and be in full force and effect. If such insurance is not effected and maintained or if any and all taxes and assessments which are or maybe levied and assessed lawfully against said premises, or any part thereof, are not paid before the same become delinquent, then the mortgage herein successors or assigns may effect such insurance and pay such taxes and assessments and shall be allowed interest thereon at the rate of ten (10) per cent per annum until paid, and this mortgage shall stand as security for all such payments and sums; and if said sum or sums of money or any part thereof, or any interest thereon is not paid when the same becomes due and payable or if such insurance is not effected and maintained and the certificates or policies delivered to said second party, its successors nor assigns, or if any taxes or assessments are not paid before the same shall be delinquent, the holder of said notes and this mortgage may, without notice to first part_ elect to declare the whole sum or sums and interest thereon and attorney's fees therein provided for due and payable at once and proceed to collect said debt interest and attorney's fees set out and mentioned in said note, according to the terms and tenor thereof, and also all sums paid for insurance and taxes and legal assessments and interest thereon, and also to foreclose this mortgage, whereupn the said second party, its