

TREASURER'S ENDORSEMENT
I hereby certify that I received \$112 and issued
Receipt No. 3673 therefor in payment of mortgage
tax on the within mortgage.
Dated this 5 day of Feb., 1924
W. W. Sweeney, County Treasurer

525

these presents grant, bargain, sell and convey unto said party of the second part, his heirs and assigns, all the following described real estate situated in Tulsa County, and State of Oklahoma, to-wit:

Lots 23 and 34 both inclusive, in Block 7, in the southside addition to the town of Skiatook, Okla.

COMPARED

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 \$631.25 due July 22nd, 1924, made to The Oklahoma National Bank or order, payable at The Okla. Nat'l Bank, with 10 per cent interest per annum after maturity, payable semi-annually, and signed by - - .

Said first party hereby covenants that he 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 encumber the same and he will warrant and defend the same against the lawful claims of all persons whomsoever. Said first party agrees to insure th buildings on said premises in the sum of \$2,500.00 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 on said premises before delinquent.

Said first party further expressly agrees that in case of foreclosure of this mortgage, and as often as any proceedings shall be taken to foreclose same as herein provided, the mortgagor will pay to the said Plaintiff \$65.00 as attorney'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 thereon shall be recovered in said foreclosure suit and included in any judgment or decree rendered in action as aforesaid, and collected, and the lien thereof enforced in the same manner as the principal debt hereby secured.

The mortgagors, for themselves, their heirs, administrators, executors, successors or assigns hereby consent that any action to foreclose this mortgage may be brought in the county in which the land described is situated, and hereby waive any objection to such venue of such action.

Now, if said first party shall pay or cause to be paid to said second party, his heirs, or assigns said sum 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 mortgagor may effect such insurance, or pay such taxes and assessments and shall be allowed interest thereon at the rate of 10 per cent per annum until paid, and this 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 maintained, or any taxes or assessments are not paid before delinquent, the holder of said note, and this mortgage may elect to declare the whole sum or sums and interest thereon due and payable, at once and proceed to collect said debt, including attorney's fees, and to foreclose this mortgage, and shall become entitled to possession of said premises.

Said first party waives notice of election to declare the whole debt as above stated, and also the benefit of stay, valuation or appraisal laws.

In witness whereof he has hereto set his hand the day and year first above written.