

tary act and deed and as the free and voluntary act and deed of said Corporation, Exchange Trust Company, for the uses and purposes therein set forth, and in the capacity therein shown.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal of Office in said County and State the day and year last above written.

My commission expires May 15th. 1924 (SEAL) E. P. Jennings, Notary Public
Filed for record in Tulsa County, Tulsa Oklahoma, Dec. 26, 1923 at 11:20 o'clock A. M. in Book 482, page 206

By Brady Brown, Deputy (SEAL) O. G. Weaver, County Clerk

247512 C.J.

THE RECEIPT ENDORSEMENT

I hereby certify that I received \$ 26 and issued Receipt No. 13059 for or in payment of mortgage tax on the within mortgage.

Dated this 26 day of Dec., 1923

W. W. Shackley, County Treasurer

Deputy

MORTGAGE OF REAL ESTATE

COMPARED

THIS INDENTURE, Made this 21st day of December A. D., 1923, between Wayne Atchison and John Atchison, her husband of Tulsa County, in the State of Oklahoma, parties of the first part, and T. E. Montgomery of Tulsa County, in the State of Oklahoma, party of the

second part.

WITNESSETH, That said parties of the first part in consideration of the sum of Two Thousand Eight Hundred Thirty-five & no/100 DOLLARS, the receipt whereof is hereby acknowledged, do by 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 the County of Tulsa State of Oklahoma, to-wit:

Lots Twelve (12) and thirteen (13) in Block Twelve (12), Original Town of Skiatook, Oklahoma, according to the recorded plat thereof,

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 1 promissory note of even date herewith. One for \$2835.00 due December 21, 1924, and one for \$----- due-----, 19---- made to----- or order, payable at Skiatook, Oklahoma with 10 per cent interest per annum, payable semi-annually and ten per cent additional as attorney's fees in case of legal proceedings to collect, and signed by Wayne Atchison and John Atchison, her husband,

Said first parties hereby covenant that they are owners in fee simple of the said except 1st mortgage to the Home Bldg. & Loan Ass'n for \$12,500.00. 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.

Said first parties agree to insure the buildings on said premises in the sum of \$2835.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part----- agree----- to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Now, if said first part----- shall pay or cause to be paid to said second parties 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 should 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 lawfully levied or assessed against such premises or any part thereof are not paid before delinquent the the mortgagee may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon at the rate of ----- per cent per annum until paid and this mortgage shall stand as security for all such payments; and if said sum of sums of money or any part