

COMPARED

248700 C. J.

TREASURER'S ENDORSEMENT  
 I hereby certify that I received \$2,326.70 and issued  
 Receipt No. 13267 for the payment of mortgage  
 tax on the within mortgage.  
 Dated this 10th day of Jan 1927  
 W. W. Sanchez, County Treasurer  
 Legally

## REAL ESTATE MORTGAGE

THIS INDENTURE, Made this ninth day of January A. D. 1924 between A. L. Martin, and Flossie M. Martin, his wife, of Tulsa County, in the State of Oklahoma parties of the firstpart, and Josephine S. Hall of Tulsa, Oklahoma, party of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of Four Thousand Five Hundred (\$4500.00 DOLLARS the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part her heirs and assigns, all the following described real estate, situated in Tulsa County and State of Oklahoma, to-wit:

All of the East Fifty (50) feet, of the West One Hundred (100) feet, of Lot One (1), of Block Five (5), of Terrace Drive Addition, to the City of Tulsa, Tulsa County, Oklahoma, according to the official 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 one certain promissory note of even date herewith. One for \$----- day -----19-----

\$-----

TULSA, OKLA., January 9, 1924

THREE YEARS after date for value received we promise to pay to JOSEPHINE S. HALL or order at THE EXCHANGE NATIONAL BANK of TULSA, OKLA. the sum of FOUR THOUSAND FIVE HUNDRED (\$4500.00) DOLLARS with interest at the rate of 8 per cent per annum from Date until paid, interest payable semi-annually.

The Makers, Endorsers, Sureties, Guarantors and Signors of this Note severally waive demand, presentment for payment, protest and notice of protest and of Non-payment, and agree and consent that, after maturity, the time for its payment may be extended from time to time by agreement between the holder and any of them, without notice, and that after such extension or extensions the liability of all parties shall remain as if no extension had been had. They also agree to pay an attorney's fee or ten Dollars and ten per cent. of this Note if same is collected by an Attorney or by legal proceedings.

COPY.

Due Jan. , 9, 1927

A. L. Martin

Flossie M. Martin

Said first parties hereby covenant that they are sole owners in fee simple of said premises and that they are free and clear of all incumbrances except unmatured special assessments.

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 \$4500.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage, said first parties agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first parties further expressly agree that in case of foreclosure of this mortgage, and as often as any proceeding shall be taken to foreclose same as herein provided; the mortgagor will pay to the said mortgagee Ten Dollars (\$10.00) and ten per cent, Dollars 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 thereon shall be recovered in said foreclosure suit and included in any judgment or