

and State, on this 22 day of December, 1923, personally appeared George F. Clayton, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.

My commission expires June 1st, 1925

(SEAL)

Chas C. Robey, Notary Public
Eastland Co. Texas

Filed for record in Tulsa County, Tulsa Oklahoma, Jan²⁶ 1924 at 4:25 o'clock P. M. in Book 482, page 596

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

249790 C. J.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$456 and issued Receipt No. 3479 therefor in payment of mortgage tax on the within mortgage.

Dated this 24 day of Jan., 1924

A. B. County Treasurer

Deputy

REAL ESTATE MORTGAGE

THIS INDENTURE, Made this 24th day of January A. D. 1924, by and between Wm. Casey and Mary Frances Casey, husband and wife of Tulsa County, State of Oklahoma, of the first part, and H. E. Hanna of the second part,

WITNESSETH; That the said parties of the firstpart, in consideration of the sum of Two thousand three hundred and fifty DOLLARS, to them in hand paid, the receipt of which is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto said party of the second part his heirs and assigns, forever, all the following described real estate, situated in the County of Tulsa State of Oklahoma, to-wit: All of the Westerly Thirty-seven and one-half (37½) feet of Lots Seven (7) and Eight (8) in Block Nineteen (19) of Gillette-Hall addition to the City of Tulsa according to the recorded plat thereof, with the appurtenances and all the estate, title and interest of the said parties of the first part herein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except a mortgage of record to H. E. Hanna for \$2,500.00

This grant is intended as a mortgage to secure the payment of the sum of Two Thousand and three hundred and fifty DOLLARS, according to the terms of one certain promissory note, this day executed and delivered by the said parties of the first part to the said party of the second part, described as follows, to-wit:

A note of even date herewith for Twenty-three hundred and Fifty Dollars (\$2,350.00) with interest from date at the rate of eight per cent per annum, interest payable monthly. Principal payable in monthly installments of \$50.00 the first installment being due and payable on the first day of March 1924 and a like installment due on the first day of each and every month thereafter until said principal sum shall have been fully paid. Installments not paid when due to draw interest at the rate of ten per cent per annum from their respective maturities until paid.

This mortgage given to secure a part of the purchase price agreed to be paid by the grantors hereof for the above described property.

Said parties of the first part shall, while any part of said principal or interest remains unpaid, pay all taxes and assessments on said mortgaged property when they become due, and shall keep the buildings on said premises insured to the satisfaction of the holder hereof in the sum of \$3,500.00 and the policy, in case of loss, payable to the said holder as his interest may appear, whether the debt be due or not, and shall pay all interest as soon as it becomes due, and in case of failure to comply with any of these provisions, at the option of the holder hereof, such tax or assessment may be paid and such insurance effected by the