

State of Oklahoma, }
County of Tulsa. } ss.

Before me, the undersigned notary public in and for said county and state personally appeared Edna Clay to me known to be the identical person who executed the above and foregoing instrument and acknowledged to me that she executed the same as her own free and voluntary act and deed for the uses and purposes therein set forth.

In witness whereof I have hereunto set my hand and notarial seal this the 2nd day of May, 1924.

My commission expires December 20th, 1925. W. B. Grayson, Notary Public. (Seal)

Filed for record in Tulsa, Tulsa County, Oklahoma, May 3, 1924, at 10:30 o'clock A.M. and recorded in Book 483, Page 496.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.

257328 C.M.J.

THIS INSTRUMENT IS A MORTGAGE.

COMPARED

I hereby certify that I received \$100.00 and

Receipt No. 14775

for the within mortgage.

Dated this 5th day of May 1924

W. B. Grayson, Notary Public

THIS INDENTURE, Made this 24th day of April A.D.

1924 between Ruth Levin and I. Levin, her husband,

of Tulsa County, in the State of Oklahoma, parties

of the first part, and George S. Bancroft and Doris Bancroft, of the City of Tulsa, Oklahoma, parties of the second part.

WITNESSETH: That said parties of the first part, in consideration of the sum of Nine hundred seventy five (\$975.00) Dollars, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said parties of the second part, their heirs and assigns, all the following described real estate, situated in Tulsa County and state of Oklahoma, to-wit:

Lot Two (2) in Block Five (5) of Broadmoor Addition to the city of Tulsa, 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 second mortgage to secure the payment of one promissory note of even date herewith.

A copy of which is hereto attached and made a part hereof.

Said first parties hereby covenant that they are the owners in fee simple of said premises and that they are free and clear of all incumbrances except first mortgage, dated October 15th, 1923 in the sum of \$5,000. to Home Savings & Loan Association, Bartlesville, Oklahoma, 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 Two (\$2000.00) thousand dollars 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 \$10.00 & ten percent of the amount remaining unpaid as attorney's or solicitor's fee 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.