

TREASURER'S ENDORSEMENT
I hereby certify that I received \$2.66 and issued
Receipt No. 13265 therefor in payment of mortgage
tax on the within mortgage.

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Dated this 14 day of Jan 1924
W. W. Suckey, County Treasurer
Deputy

#248682 NS

COMPARED

MORTGAGE OF REAL ESTATE.

This indenture, made and entered into this 9th day of January, 1924, between Clara B. Shuler and Isaac Shuler, wife and husband of Tulsa County, in the State of Oklahoma, party of the first part, and The Exchange National Bank of Tulsa, of Tulsa County, State of Oklahoma, party of the second part.

WITNESSETH; That said parties of the first part, in consideration of the sum of Thirteen Thousand and no/100 (\$13,000.00) Dollars, the receipt whereof is hereby acknowledged, to.. by these presents grant, bargain, sell and convey unto said party of the second part its successors and assigns, all the following described real estate, lying, situate and being in the county of Tulsa State of Oklahoma, to-wit;

A part of lot Three (3) Block One Hundred ten (110); of the Original Town, now City, of Tulsa, Tulsa County, Oklahoma, according to the official plat thereof, more particularly described as; Commencing at the Northeasterly corner of said Lot 3, running thence Westerly along the Northerly lot line of said lot a distance of 70 feet, running thence Southerly and at right angles to said Northerly lot line a distance of 100 feet to the Southerly lot line of said lot a distance of 45 feet; then Northerly and at right angles to the Southerly lot line of said lot 3 a distance of 60 feet, running thence Easterly and parallel to said Southerly and Northerly lot line of said lot 3 a distance of 25 feet, running thence Northerly along the Easterly lot line a distance of 40 feet to place of beginning.

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in any wise appertaining, forever. This mortgage being subject to any valid mortgage now appearing of record on said above described premises.

This conveyance, however, is intended as a mortgage to secure the payment of one promissory note in writing this day executed and delivered to said second party by said first parties, one for (\$13,000.00) due ninety days from date; one for (\$.....) due..... 192... one for (\$....) due, 192... all payable at THE EXCHANGE NATIONAL BANK OF TULSA, Tulsa County, State of Oklahoma, with interest from maturity at the rate of 10 per cent per annum, payable annually, and all providing for the payment of Ten Dollars and Ten Per Cent additional, as attorney's fees, in case the same be collected by legal proceedings or be placed in the hands of an attorney for collection.

Said first parties hereby covenant that they are the owners in fee simple of said premises and that the same are free and clear of all encumbrances. That they have good right and authority to convey and incumber 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 (\$.....) for the benefit of the mortgagee, its successors and assigns and to maintain such insurance during the existence of this mortgage. Said first parties also agree to pay all taxes and assessments lawfully assessed against said premises before the same shall become delinquent.

Now if said first parties shall pay or cause to be paid to said second party, its successors and assigns, said sum or sums of money in the above described note.. mentioned, together with the interest thereon according to the terms and tenor of said note, and shall procure and maintain such insurance and pay such taxes and assessments, then these presents shall be wholly discharged and void; otherwise shall remain and be in full force and effect. If such insurance is not affected 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,