

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,

My commission expires Jan- 30- 1928 (seal) Nora M. Guthrie, Notary Public,

filed for record in Tulsa, Tulsa County, Oklahoma April 18- 1924 at 10:00 O'Clock A. M. and recorded in Book 484, Page 308

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

#256045 TREASURER'S ENDORSEMENT

I hereby certify that I received \$, 24 and issued Receipt No. 14565 therefor in payment of mortgage taxes on the within mortgage.

Dated this 19 day of April 1924

W. W. Stuckey, County Treasurer

Deputy

MORTGAGE OF REAL ESTATE; COMPARED

THIS INDENTURE, Made this 18 day of March A. D. 1924 between J. M. Taylor of Tulsa County, in the State of Oklahoma, party of the first part, and B. F. Lingelbach of Tulsa County, in the State of Oklahoma, party of the second part, WITNESSETH, That said party of the first part in consideration of the sum of Two Hundred Dollars, (\$200.00) 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: Lot 1. and 2, 3, 4, in block 8, of the original townsite of Glenpool, Okla.,

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, forever,

This conveyance is intended as a mortgage to secure the payment of One promissory note of even date herewith, One for \$200.00 due March 18th, 1925 and one for _____ due _____ made to B. F. Lingelbach or order, payable at Glenpool Okla. with 8 per cent interest per annum, payable semi-annually and _____ per cent additional as attorney's fees in case of legal proceedings to collect, and signed by.

Said first party hereby covenant that he is the lawful owner in fee simple of the said premises and that they are free and clear of all incumbrances, That he has good right and authority to convey and encumber the same and he will warrant and defend the same against the lawful claims of all persons whomsoever,

Said first part agree to insure the buildings on said premises in the sum of \$_____ 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 first part shall pay or cause to be paid to said second part 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 the 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 then the mortgagee may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon at the rate of 8 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 thereof is not paid when due, or if such insurance is not effected and maintained or any taxes or assessments are not paid before delinquent the holder of said note _____ and this mortgage may elect to declare the whole sum or sums and interest thereon due and payable at once and proceed to collect said debt including attorney's fees and to foreclose this mortgage; and shall become entitled to possession of said premises,

Said first part waive notice of election to declare the whole debt due as above stated