

249254

Mortgage of Real Estate COMPARED

DEED'S ENDORSEMENT
 I, W. W. Stuckey, County Treasurer,
 do hereby certify that I received \$ 13360 and issued
 therefor in payment of mortgage
 dated Jan. 18 day of Jan., 1924
W. W. Stuckey, County Treasurer
W. W. Stuckey, Deputy

This indenture, made and entered into this 16th day of
 January 1924, between M. J. Heald and Jean C. Heald,
 his wife of Tulsa County, in the State of Oklahoma,
 party of the first part, and R. J. Heald 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 One
 dollar and other good and valuable considerations the receipt whereof is hereby acknowledged
 do by these presents grant, bargain, sell and convey unto said party of the second part his
 successors and assigns, all the following described real estate, lying, situate and being
 in the county of Tulsa State of Oklahoma, to-wit:

The East Seventy feet (70') of Lot Eight (8), in Block Three (3) in Maple Heights
 Addition to the City of Tulsa, according to the recorded plat thereof.

(This mortgage is subject only to a first mortgage in favor of Gum Brothers, in
 the principal sum of \$9000.00)

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 conveyance, however, is intended as a mortgage to secure the payment of One prom-
 issory note in writing this day executed and delivered to said second party by said first
 parties, one for (\$3000.00) due six months after date, all payable at THE EXCHANGE NATIONAL
 BANK OF TULSA, Tulsa County, State of Oklahoma, with interest from date at the rate of eight
 per cent per annum, payable annually, and all proving 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 parts hereby covenants that they are the owners in fee simple of said premises
 and that the same are free and clear of all other 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 (\$15000.00) 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, are not
 paid before the same become delinquent, then the mortgage herein his successors or assigns
 may effect such insurance and pay such taxes and assessments and shall be allowed interest
 thereon at the rate of ten (10) per cent per annum until paid, and this mortgage shall stand
 as security for all such payments and sums: and if said sum or sums of money or any part
 thereof, or any interest thereon is not paid, when the same becomes due and payable, or if
 such insurance is not effected and maintained and the certificates or policies delivered to
 said second party, its successors or assigns, or if any taxes or assessments are not paid
 before the same shall be delinquent, the holder of said notes and this mortgage may without
 notice to first parties elect to declare the whole sum or sums and interest thereon and