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COMPARED

THIS INDIVIDE: Made this 17th day of March A. D. 1924 Between M. J. McMulty Jr., and D. I. McMulty, husband and wife, of Tulsa County, in the State of Oklahoma, parties of the first part, and Dickason Goodman Lumber Company, a Corporation, duly organized and

doing business under the Laws of the State of Oklahoma, party of the second part.

WITNESSETH, That said parties of the first part, in consideration of the sum of Twenty-Two Thousand Five Hundred (\$22,500:00) Bollars, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part its heirs and assigns, all the following described real estate, situated in Tulsa C ounty and State of Oklahoma, to-wit:

The Northwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 25. Township 20 North, of Range 12 East.

To have and to hold the same, together with all and singular tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining forever.

This conveyance is intended as a mortgage to secure the payment of Four Thousand Dollars (\$4,000.00) and four promissory notes of even date herewith, as follows:

Four Thousand Pollars (\$4,000.00) of the above indebtedness is to be released and satisfied by the conveyance by parties of the first part to party of second part of Four (4) Lots to be selected by party of the second part out of the above described real estate, as soon as the said tract is platted as an addition to the City of Tulsa, in the State of Oklahoma, only Two (2) of which shall front on North Cincinnati Avenue. Five Thousand Dollar (\$5,000.00) Note, Due Six (6) Months from Date.

... Five Thousand Pollar (\$5,000.00) Note Due Twelve (12) Honths from Date.

Four Thousand Five Hundred Dollar (34,500.00)Note , Due Bighteen (18) Lonths from Date. Robr Thousand Pollar (\$4,000.00) Hote Due Two (2) Years from Duto.

All of said notes made payable to Dickason Goodman Lumber Company, or order, payable at their office in Tulsu, Oklahoms with Seven (7) per cent interest per annum, payable semiannually and signed by M. M. McDulty Jr., and D. I. McNulty, R. K. Hughes and S. W. Mitchell.

It is hereby mutually agreed and understood between the parties that on the payment of \$750.00 cash by the first party to the second party that the second party will release any one of the Lots in above described tract (after same has been laid out and platted as an addition of the City of Tulsa, Oklaboma) that face on Cincinnati Avenue, and that on the payment of \$550.00 the second party will release any other Let in the said Tract.

Said first parties hereby covenant that they are the owners in fee simply of said promises and that they are free and clear of all incumbrances. 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 ray all taxes and assessment lawfully assessed on said premises before delinquent.

Said first parties further expressly agree that in case of foreclosure of this mortgage. and as often us any proceeding shall be taken to foreclose same as herein provided, the mortgagor will pay to said mortgages a reasonable amount as attorney's or solicitors fees therefor, in addition to all other statutory fees: said fee to be due and payable upon the filing of the but petition for foreclosure and the same shall be a further charge and lien upon said premises dans 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 ligh thereof suforced in the sum manner as the principal debt hereby secured.

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