

the identical persons who executed the within and foregoing instrument and acknowledged that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and Notarial Seal the date above written.

F. A. Singler, Notary Public

My Commission expires Oct. 13, 1926 (SEAL)

Filed for record in Tulsa County, Oklahoma on July 1, 1924 at 1:30 o'clock P.M. recorded in Book 485 Page 460

Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk.

#261880 LLJ

MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 7th day of June, A.D. 1924. Between J. J. Fabian and Ethel M Fabian, his wife of Tulsa County, in the State of Oklahoma parties of the first part, and The Oklahoma National Bank of Skiatook, Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of Eighteen Hundred and no/100 Dollars, 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 County and State of Oklahoma, to-wit: Lots one (1); Two (2); and Three (3); in Block thirty-eight (38), Original town of Skiatook, Oklahoma.

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 (1) Promissory note of March 1st, 1924 herewith; one for \$1800.00 due Eighteen months from date bearing credits of Five Hundred Two and 50/100 Dollars made to The Oklahoma National Bank or order, payable at Skiatook, Oklahoma. with 10% per cent interest per annum payable semi-annually and signed by J. J. Fabian and Ethel M. Fabian, His wife.

Said first parties hereby covenant that they owners in fee simple of said premises and that they are free and clear of all incumbrances except a first mortgage to J. W. Henderson for \$850.00 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 \$\_\_\_\_\_ 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 proceedings shall be taken to foreclose same as herein provided, the mortgagor will pay to the said Plaintiff \$10.00 & 10% as attorney's or solicitor's fees 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.

The Mortgagors, for themselves, their heirs, administrators, executors, successors or assigns hereby consent that any action to foreclose this mortgage may be brought in the county in which the land described is situated, and hereby waive any objection to such venue of such action.