251511 C.J. MORTGAGE OF REAL ESTATE TREASUBLE'S ENDORSEMENT Thereby certain that I received S 1/0 and issued Receipt Not 272 fibre an apayment of more by and between W. F. Dunlap and Nellie G. Dunlap, husband tax on the viscon more by and wife of fulse County, State of Oklehome, parties of W. W durkey, Comparison the first part and Henne Lumber Company, a corporation Deputy party of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of FOUR HUNDRED AND SIXTY-FIVE DOLLARS to them in hand paid, by the said party of the second part, the receipt whereof is hereby acknowledged, have Granted, Bargained and Sold and by these presents do Grant, Bargain, Sell and Convey and Confirm unto said party of the second part, and to its successors and assigns, forever, all the following described real estate, situated in the County of Tulsa State of Oklahoma, to-wit:

The South-east quarter (SE2) of the Southeast Quarter (SE2) of the

Southwest Quarter (SW<sup>4</sup>) of Section Twenty-six (26), Township Twenty (20) North, Range Thirteen (13) East of the Indian Base and Meridian, containing Ten (10) Acres more or less as the case may be according to the United States survey thereof,

with the tenements, appurtenances, and hereditaments thereunto belonging, and all the estate, title and interest of the said parties of the first part herein, together with the rents issues and profits thereof. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

Except a mortgage of record to S.D. Pickering and Louis D. Lewk for the sum of \$500.00

286

 $\bigcirc$ 

()

()

THIS GRANT is intended as a mortgage to secure the payment of the sum of FOUR HUNDRED AND SIXTY-FIVE DOLLARS together with the interest thereon according to the terms of one certain promissory note executed and delivered by the said parties of the first part to the said party of the second part, described as follows: Of even date herewith for the sum of \$465.00, payable in monthly installments of \$30.00 together with interest at the rate of 8% per annum on the unpaid balance, first installment being due and payable on the first day of April 1924 and a like installment on the first day of each and every month thereafter until paid in full. Installments and interest not paid when due to draw interest at the rate of 10% after their respective maturities until paid.

Said parties of the first part shall, while any part of said principal or interest remains unpaid, pay all taxes and assessments on said mortgaged property when they shall become due, and shall keep the buildings on said premises in good repair and insured to the satisfaction of the holder hereof in the sum of \$----- and the policy in case of loss, paysble to the holder as his interest may appear, whether the debt be due or not, and shall pay all interest as soon as it becomes due, and in case of failure to comply with any of these provisions, at the option of the holder hereof, such tax or assessment may he paid and such insurance effected by the holder hereof, and the emounts so paid shall be a lien on the premises aforesaid and draw interest at the rate of ten per cent. per annum , payable semi annually, from date said sums are expended, all such sums shall be secured by this mortgage and be collected in the same manner as the principal debt hereby secured.

Now, if the parties of the first part shall fail to pay, or cause to be paid, any of the note or notes secured hereby, or shall fail in any of the terms or conditions of the said prior bond or mortgage, or if at any time there remains unpaid any interest, insurance 1:1

• 11 - II

·li