

256494 C.J.

TREASURER'S ENDORSEMENT

I hereby certify that receipt of \$36 and issued
 Receipt No. 4648
 on the 25th day of April 1924
 W. W. Sweeney, County Clerk

MORTGAGE OF REAL ESTATE

COMPARED

THIS INDENTURE, Made this 1st day of March A. D. 1924
 between J. J. Fabian and Ethel M. Fabian, husband and
 wife, of Tulsa County, in the State of Oklahoma party
 of the first part, and The Oklahoma National Bank of
 Skiatook, Oklahoma, party of the second part:

WITNESSETH, That said party of the firstpart, in consideration of the sum of Eighteen hundred (\$1800.00) 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 promissory note of even date herewith for \$1800.00 due September 8th, 1925 made to The Oklahoma National Bank or order, payable at Skiatook, Oklahoma with 10 per cent interest per annum after date payable semi-annually and signed by -----

Said first party hereby covenants that they are owners in fee simple of said premises 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 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.

Said first part----- 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 \$----- 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 assign 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.

Now if said 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 these presents shall 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 levied and assessed lawfully against said 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 ---per cent per annum until paid, and this mortgage shall stand as security for all such payments; and if said sum or