

260090 C.J.

MORTGAGE OF REAL ESTATE

TRANSITION ENDORSEMENT

TREASURER'S RECEIPT
 I hereby certify that I received \$1.92 and issued
 Receipt No. 16250 therefor in payment of monies
 due to the County of ...
 Dated 7 July 1904
 Wm. ...

THIS INDENTURE, Made this 6th day of June A. D. 1924
by and between C. N. Comegys and Margaret A. Comegys,
husband and wife, of Tulsa County, State of Oklahoma,
parties of the first part and H. E. Hanna party of
the second part.

WITNESSETH, ^{Deputy} That the said parties of the first part, for and in consideration of the sum of Thirty-four hundred and sixty (\$3,460.00) 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 his heirs, and assigns, forever, all the following described real estate, situated in the County of Tulsa State of Oklahoma, to-wit:

The Southerly Thirty (30 ft.) feet of Lot Eleven (11) and the northerly Fifteen (15 ft.) feet of Lot Twelve (12) in Block Five (5) of Woodward Park Addition to the City of Tulsa according to the recorded plat of said addition 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 the mortgage of record in favor of Allen S. Burrows for \$3,500.00

This mortgage is given to secure a part of the purchase price to be paid by the grantors herein for the above described property .

THIS GRANT is intended as a mortgage to secure the payment of the sum of Thirty-four hundred and sixty (\$3,460.00) 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: For the sum of \$3,460.00 with interest from date at 8% per annum payable monthly, the principal sum payable in installments of \$75.00 or more on July 1, 1924 \$75.00 or more on the first day of each and every month thereafter until said principal sum shall have been fully paid. Said note stipulates that installments not paid when due shall draw interest at 10% per annum from their respective maturities until paid and provides for deferring payment of installments due on Dec. 1 and June 1 of each year.

Said part 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 \$5000.00 and the policy in case of loss, payable 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 be paid and such insurance effected by the holder hereof, and the amounts so paid shall be a lien on the premises aforesaid and draw interest at the rate of ten per cent. per annum, payable monthly 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