

TREASURY DEPARTMENT

#275008 EG
Receipt 17738

MORTGAGE OF REAL ESTATE:

Dated this 27th Dec 1924
W. W. [Signature] County Treasurer
Deputy

This indenture, made and entered into this 26th day of December, 1924 between Nellie J. Hibbs of Tulsa County, in the State of Oklahoma, party of the first part, and M. O. Rowland and F. D. Rowland, Tulsa County, State of Oklahoma, parties of the second part,

WITNESSETH: That said party of the first part, in consideration of the sum of Sixteen Hundred & N/100 (\$1600.00) Dollars, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and convey unto said party of the second part their successors and assigns, all the following described real estate, lying, situate and being in the county of Tulsa, State of Oklahoma, to-wit;

Lot numbered Two Hundred Forty-Four of the re-subdivision of Lots 2, 3, 4, 5, 6, 7, 8, 9, & 10, of Block Two (2) Rodgers Heights Subdivision, Tulsa County, State of Oklahoma, according to the recorded plat thereof, together with any and all buildings and appurtenances now located thereon,

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in any wise appertaining, forever,

This conveyance, however, is intended as a mortgage to secure the payment of one promissory note in writing this day executed and delivered to said second parties by said first party one for (\$1,600.00) due Three years from date thereof, with the privileges of paying any amounts on principal of said note at any time prior to the expiration of the three year term thereof, or the entire amount of the note may be paid, and this mortgage released by payment of the stipulated interest from date hereof until date of payment, of note in full, all payable at Planters & Mechanics Bank, of Tulsa County, State of Oklahoma, with interest from date at the rate of eight per cent per annum, payable semi-annually, and all providing for the payment of Ten Dollars and Ten Per cent additional as attorney's fees in case the same be collected by legal proceedings or be placed in the hands of an attorney for collection.

Said first party conveys that she is the owner in fee simple of said premises and that the same are free and clear of all encumbrances, That she has good right and authority to convey and incumber the same and she will warrant and defend the same against the lawful claims of all persons whomsoever, Said first party agrees to insure the Building on said premises in the sum of (\$) for the benefit of the mortgagee, its successors and assigns and to maintain such insurance during the existence of this mortgage, Said first party also agrees to pay all taxes and assessments lawfully assessed against said premises before the same shall become delinquent,

Now, if said first party shall pay or cause to be paid to said second party, its successors and assigns, said sum or sums of money in the above described note mentioned, together with the interest thereon according to the terms and tenor of said note, and shall procure and maintain such insurance and pay such taxes and assessments, then these presents shall be wholly discharged and void; otherwise shall remain and be 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 the same become delinquent, then the mortgage herein successors or assigns may effect such insurance and pay such taxes and assessments and shall be allowed interest thereon at the rate of eight (8) per cent per annum until paid, and this mortgage shall stand as security for all such payments and sums; and if said sum or sums of money or any part thereof, or any interest thereon is not paid when the same becomes due and payable, or if such insurance is not effected and maintained, and the certificate or policies delivered to said second party its successors or assigns, or if any taxes or assessments are not paid before the same shall be delinquent, the holder of said notes and this mortgage may, without notice to first party

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COMPARED BY
PS and [Signature]