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By- Brady Brown Deputy

(seal)

O. G. Weaver County Clerk,

#275233

17888

REAL ESTATE MORTGAGE;

THIS INDENTURE, Made this 23rd, day of December, 1924 between O. L. Baker and his wife Floral Baker of the County of Tulsa, and State of Oklahoma, parties of the first part, and P. F. Porter and R. T. Stevens, party of the second part,

THIS INDENTURE, Made this 23rd, day of December, 1924 between O. L. Baker and his wife Floral Baker of the County of Tulsa, and State of Oklahoma, parties of the first part, and P. F. Porter and R. T. Stevens, party of the second part,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Three Hundred Thirty-one & 50/100 Dollars in hand paid by said parties of the second part, the receipt of ^{where} is hereby acknowledged have sold, and by these presents does grant, sell convey and confirm, unto said party of the second part, and to their heirs and assigns forever all of the following described real estate, lying and situated in the County of Tulsa, and State of Oklahoma, to-wit;

All of Lot (16) Sixteen. Block (17) Seventeen in Cherokee Heights Addition to the City of Tulsa, Tulsa County, State of Oklahoma.,

TO HAVE AND TO HOLD THE SAME, With all and singular, the tenements, hereditaments and appurtenances thereunto belonging: or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to their heirs and assigns forever; And the said parties of the first part does 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, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part; and to their heirs and assigns, forever against the lawful claims of all persons whomsoever;

PROVIDED ALWAYS, And these presents are upon these express conditions, That if the said parties of the first part their heirs or assigns, shall well and truly pay, or cause to be paid, to the said party of the second part their heirs or assigns, the sum of Three Hundred and Thirty One and 50/100 Dollars; with interest thereon at the time and in the manner specified in one certain promissory note of even date herewith, executed by the parties of the first part; payable to the order of P. F. Porter and R. T. Stevens at Tulsa, Oklahoma, as follows to-wit; \$331.51 Payable April 1st. 1925 with ten per cent interest from date until maturity.

And all the installments of interest being further evidenced by coupons, attached to said principal note, payable as above indicated both principal note and coupons payable with 10 per cent annum from maturity until paid, according to the true intent and meaning thereof then and in that case these presents and everything herein expressed shall be void; but upon default in the payment of any part of the principal or interest, when the same is due, or failure to comply with any of the foregoing covenants, the whole sum of money hereby secured shall, at the option of the holder hereof, become due and payable at once without notice, ^{said} parties of the first part hereby agrees to carry policies of fire and tornado insurance to the amount of \$500.00 for full time of this loan, loss, ^{if} any payable to P. F. Porter and R. T. Stevens as their interest may appear; and said policies shall be held by said mortgagee, or the legal holder of said note as collateral or additional security for the payment of said note, and further agrees to keep in good repair all buildings fences and other improvements; and in event action is brought to foreclose this mortgage, or to recover the insurance or taxes paid by the mortgagee, an attorney fee of \$50.00 and all costs of suit and all insurance premiums of taxes so paid shall be added, which sums shall be and become an additional lien and be secured by lien of this mortgage, and upon the bringing of any such action the Court, or Judge, shall