

Filed for record in Tulsa, Tulsa County, Oklahoma, January 5th, 1925 at 11:40 O'Clock A. M.
and recorded in Book 489, Page 592;

By Brady Brown Deputy

(seal)

O. G. Weaver County Clerk,

#275533 and issued
12043

MORTGAGE OF REAL ESTATE;

This indenture, made and entered into the 27th, day of December, 1924, between Theodore Cox, of Tulsa County, in the State of Oklahoma, party of the first part, and The Exchange National Bank of Tulsa, Tulsa County, State of Oklahoma, party of the second part,

WITNESSETH: That said party of the first part, in consideration of the sum of Six Thousand and No/100 (\$6,000.00) Dollars, the receipt whereof is hereby acknowledged does by these presents grant, bargain, sell and convey unto said party of the second part its successors and assigns, all the following described real estate, lying, situate and being in the county of Tulsa, State of Oklahoma;

Lots Ten (10) and Twenty-four (24) of Block Eight (8); Lots Ten (10), Sixteen (16) Twenty-two (22), and Twenty-Three (23), in Block Seventeen (17); Lot Nine (9) of Block Eleven (11); Lot Nine (9) of Block Twelve (12) Lot Seven (7) of Block Four (4); Lot Ten (10) of Block Eighteen (18); Lot Eight (8) of Block Thirteen (13) of Oak Cliff Addition to the City of Tulsa, County of Tulsa, and State of Oklahoma, according to the recorded plat thereof

(The mortgagor represents that none of said property is now, ever has been and is not contemplated or intended to be and constitute any part of the homestead of said mortgagor he having and maintaining a home stead located on Lot 12 and S. 15' of Lot 13, Block 6, in Ridgewood Addition to said City of Tulsa, having street number 1245 Newport Ave.)

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 party by said first party, one for (\$6,000.00) due sixty days after date payable at THE EXCHANGE NATIONAL BANK OF TULSA, Tulsa County, 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 hereby covenants that he is the owner in fee simple of said premises and that the same are free and clear of all encumbrances, That he has good right and authority to convey and incumber the same and he will warrant and defend the same against the lawful claims of all persons whomsoever Said first party agrees to insure the buildings 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 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 affected 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 its successors or assigns may effect such insurance