

18 July 4

J. H. Sherred and Sue Mae Sherred, his wife, of Tulsa County, in the State of Oklahoma, party of the first part, and Charles A. Broad of Kansas City, Missouri, party of the second part.

Witnesseth, that said parties of the first part, in consideration of the sum of six hundred twenty no/100 (\$620.00) dollars, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part, his successors and assigns, all the following described real estate, lying, situate and being in the county of Tulsa, State of Oklahoma, to-wit: Lot seven in block one in Federal Heights, subdivision of part of lots two and three of section four (4) township nineteen (19) north, range thirteenth, east, according to the recorded plat thereof,

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 21 promissory notes in writing this day, executed and delivered to said second parties, twenty for the sum of thirty dollars each and one for the sum of twenty dollars, the first payable July 18, 1924, and the others monthly thereafter until all are paid at Security National Bank, Tulsa, Okla. with interest on each note as it becomes due at 8 percent, 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 into the hands of an attorney for collection.

Said first parties hereby covenant that they are the owners in fee simple of said premises and that the same are free and clear of all encumbrances. That they have good right and authority to convey and incur the same and they will warrant and defend the same against the lawful claims of all persons whomsoever. Said first parties agree to insure the buildings on said premises for the benefit of the mortgagee its successors and assigns and to maintain such insurance during the existence of this mortgage. Said first parties also agree to pay all taxes and assessments lawfully assessed against said premises before the same shall become delinquent.

Now, if said first parties 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 notes mentioned, together with the interest thereon according to the terms and tenor of said notes 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 mortgagee herein his successors or assigns may effect such insurance and pay such taxes and assessments and shall be allowed interest thereon at the rate of ten (10) 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 become due and payable, or if such insurance is not effected and maintained and the certificates 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 parties, elect to declare the whole sum or sums and interest thereon and attorney's fees therein provided for due and payable at once and proceed to collect said debt, interest and attorney's fees set out and mentioned in said note, according to the terms and tenor thereof and also all sums paid for insurance and taxes and legal assessments and interest thereon, and also to foreclose this mortgage, whereupon the said second party, its successors and assigns, shall become and be entitled to the possession of said premises and shall be entitled to the rents and profits thereof, and