

(Seal) Virginia Singleton, Notary Public.

My commission expires May 22, 1928.

Filed for record in Tulsa County, Okla. on July 18, 1924, at 4:15 P.M. recorded in book 491, page 142, Brady Brown, Deputy.

(SEAL) O.G. Weaver, County Clerk.

263228 - BH

REAL ESTATE MORTGAGE.

This indenture, made this 17th day of July, A.D. 1924, between Joe Hodges, doing business as Joe Hodges Transfer Co., and Bertha Hodges, his wife, of Tulsa, Tulsa County, in the State of Oklahoma, parties of the first part, and A. Hickok, of Tulsa, Oklahoma, party of the second part.

Witnesseth, that said parties of the first part, in consideration of the sum of forty-three thousand six hundred thirty eight and 35/100 dollars (\$43,638.35) the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part, his heirs and assigns, all the following described real estate, situated in Tulsa County, and State of Oklahoma, to-wit:

One three-story reinforced concrete warehouse or storage building and all other buildings located on lots five (5) and six (6) and part of lot four (4) in block fifty one (51) in the City of Tulsa, Tulsa County, State of Oklahoma,

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

This conveyance is intended as a mortgage to secure the payment of one (1) promissory note of even date herewith for \$43,638.35 due July, 17, 1926, made to A. Hickok, or order, payable at Tulsa, Oklahoma, with ten (10) per cent interest per annum, payable semi-annually and signed by Joe Hodges, doing business as Joe Hodges Transfer Co. and Bertha Hodges, his wife;

Said parties of the first part hereby covenant that they are the owners in fee simple of said premises, and that they are free and clear of all incumbrances except a mortgage to A. Hickok, dated December 12, 1923, to secure the sum of \$31,361.65, and a mortgage to Elmer Seybold dated July ____ 1924, to secure the sum of \$10,000.00.

That they have good right and authority to convey and encumber 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 in the sum of \$80,000.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first parties agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first parties further agree that in case of foreclosure of this mortgage, and as often as any proceeding shall be taken to foreclose same as herein provided, the mortgagor will pay to the said mortgagee forty five hundred dollars (\$4500.00) as attorney's or solicitor's fees therefor, in addition to all other statutory fees; said fee to be due and payable upon the filing of the petition for foreclosure and the same shall be a further charge and lien upon said premises described in this mortgage, and the amount thereon shall be recovered in said foreclosure suit and included in any judgement or decree rendered in action as aforesaid, and collected, and the lien thereof enforced in the same manner as the principal debt hereby secured.

Now if the said first parties shall pay or cause to be paid to said second party, his heirs or assigns, said sum of money in the above described note mentioned, together