

TREASURER'S ENDORSEMENT

591

I hereby certify that I received \$300 and interest
on the within mortgage.

Record No. 1245
Dated this 2nd day of April 1924
W. W. Stacey, County Treasurer
Deputy

and E. H. Hanna, party of the second part.

Witnesseth, that the said party of the first part, for and in consideration of the sum of seven thousand and five hundred dollars, to it in hand paid, by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold and by these presents does grant, bargain, sell and convey and confirm unto said party of the second part, and to his heirs, and assigns, forever, all the following described real estate, situated in the County of Tulsa, State of Oklahoma, to-wit:

All of lots four (4) five (5) six (6) seven (7) and eight (8)
in block forty three (43) of the original townsite of Sand
Springs according to the recorded plat thereof,

with the tenements, appurtenances and hereditaments thereunto belonging, and all the estate, title and interest of the said party of the first part herein, together with the rents, issues and profits thereof. And the said party of the first part does hereby covenant and agree that at the delivery hereof it is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

This grant is intended as a mortgage to secure the payment of the sum of seven thousand and five hundred dollars, together with the interest thereon according to the terms of one certain promissory note executed and delivered by the said party of the first part to the said party of the second part, described as follows, of even date herewith for the sum of \$7,500.00 bearing interest from date at the rate of eight per cent per annum, interest payable semi-annually, said principal sum payable in installments of \$500.00 on the first day of March, 1925, and \$500.00 or more on the first day of each and every month September and March thereafter until September 1st, 1927 when the entire remaining unpaid balance of principal shall become due and payable.

Said party of the first part shall, while any part of said principal or interest remains unpaid, pay all taxes and assessments on said mortgaged property when they shall become due, and shall keep the buildings on said premises in good repair and insured to the satisfaction of the holder hereof in the sum of \$7,500.00 and the policy in case of loss, payable to the holder as his interest may appear, whether the debt be due or not, and shall pay all interest as soon as it becomes due, and in case of failure to comply with any of these provisions, at the option of the holder hereof, such tax or assessment may be paid and such insurance effected by the holder hereof, and the amounts so paid shall be a lien on the premises aforesaid, and draw interest at the rate of ten per cent per annum, payable semi-annually, from date said sums are expended, all such sums shall be secured by this mortgage and be collected in the same manner as the principal debt hereby secured.

Now, if the party of the first part shall fail to pay or cause to be paid, any of the note or notes secured hereby, or shall fail in any of the terms or conditions of the said prior bond or mortgage, or if at any time there remains unpaid any interest, insurance premiums, taxes or assessments, after the same become due, or should said mortgagors commit waste on said described premises, then the said note and all the sums secured by this mortgage shall immediately become due and payable at the option of the holder hereof, without notice or demand and the holder hereof may at once cause this mortgage to be foreclosed and shall be entitled to recover attorney's fees in the sum of ten per cent of the amount hereby secured, in no event less than fifty dollars, the said sum to be adjudged a lien upon said lands and secured by this mortgage; and shall be entitled upon the breach of any of the covenants herein to the immediate possession of the said premises and to the rents and profits thereof; and, the said mortgagor, hereby covenants and agrees to give

COMPALED BY
H. E. and