

STATE OF OKLAHOMA }
TULSA COUNTY, } ss.

BE IT REMEMBERED, That on this 2nd day of July 24 before me, a Notary Public, in and for the County and State aforesaid, personally appeared L. M. Graham to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and Notarial seal the day and year last above written.

My commission expires June 4th 1928 (SEAL)

R. H. Siegfried, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Jul 9, 1924 at 10:00 o'clock A. M. in Book 492, page 121

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

262411 C.J.

REAL ESTATE MORTGAGE.

492

THE INTER-STATE MORTGAGE TRUST COMPANY
This mortgage was recorded in Book 492, page 121, and issued
for the purpose of securing the payment of mortgage
No. 15690, dated July 11, 1924, between George W. Giffert and Nelle B. Giffert, his wife,
of the County of Tulsa and State of Oklahoma, of the first part, and THE INTER-STATE MORTGAGE TRUST COMPANY,
a Kansas corporation, domesticated under the laws of the State of Oklahoma, of the second part.

THIS INDENTURE, Made this Second day of July in the year
of our Lord, One Thousand Nine Hundred twenty-four
between George W. Giffert and Nelle B. Giffert, his wife
of the County of Tulsa and State of Oklahoma, of the
first part, and THE INTER-STATE MORTGAGE TRUST COMPANY,

WITNESSETH, That the said parties of the first part in consideration of the sum of Five Thousand and No/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said parties of the second part, its successors or assigns forever, all that tract or parcel of land situated in the County of Tulsa and State of Oklahoma, described as follows, to-wit:

Lot Five (5), Block Eleven (11), Sunset Park Addition to the City of Tulsa,

according to the recorded plat thereof, with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do 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, and will warrant and defend the title to the same, and that the same is free and clear of all incumbrances of whatsoever kind-----

This Grant is intended as a mortgage, to secure the payment of the sum of Five Thousand and no/100 DOLLARS payable to THE INTER-STATE MORTGAGE TRUST COMPANY at its office in Greenfield, Massachusetts, according to the terms of one certain promissory note with ten coupons attached, this day executed and delivered by the said parties of the first part, to the said party of the second part; and this conveyance shall be void if such payment be made as therein specified.

But if default be made in the payment of any sum hereby secured or in default of performance of any covenant herein contained, the said first party agrees to pay to the said second party and its assigns interest at the rate of ten (10) per cent per annum on said principal note, from the date of such default to the time when the money shall be actually paid. Any payment made on account of interest shall be credited in said computation, so that the total amount collected shall be and not exceed the legal rate of ten (10) per cent per annum.

The first party agrees to pay all taxes and assessments levied upon said real estate, and if not paid the holder of this mortgage may without notice elect to pay such taxes or assessments and be entitled to interest on the same at the rate allowed by law, and this mortgage shall stand as security for the amount so paid with such interest.