

provided, the mortgagors will pay to the said plaintiff a reasonable attorney's or a solicitor's fee therefor, in addition to all other legal costs and statutory fees, said fee to be due and payable upon the filing of petition for foreclosure, and the same shall be a further charge and lien upon the said premises described in this mortgage, and the amount thereof shall be recovered in said foreclosure suit and included in any judgment or decree rendered in any action as aforesaid and collected and the lien thereon enforced in the same manner as the principal debt hereby secured.

The foregoing covenants being performed, this conveyance shall be void, otherwise this mortgage shall be in full force and effect.

IN TESTIMONY WHEREOF, The said party of the first part have hereunto set their hands this Second day of July nineteen hundred twenty-four.

ATTEST:

C. D. Coggeshall

George W. Giffert

Nelle B. Giffert

STATE OF OKLAHOMA)
) ss.
Tulsa County)

Before me, a Notary Public, in and for said County and State, on this 9th of July 1924 personally appeared George W. Giffert and Nelle B. Giffert, his wife to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires May 7, 1927 (SEAL) C.D. Coggeshall, Notary Public
Residence Tulsa, Oklahoma.

Filed for record in Tulsa County, Tulsa Oklahoma, July 9, 1924 at 10:00 o'clock A. M. in Book 492, page 123

By Brady Brown, Deputy (SEAL) O. G. Weaver, County Clerk

262412 C.J.

MORTGAGE

TREASURER'S ENDORSEMENT
I hereby certify that I received \$50 and issued KNOW ALL MEN BY THESE PRESENTS, That George W. Giffert and Nelle B. Giffert, his wife party of the first part, in consideration of the sum of Five Hundred no/100 DOLLARS, in hand paid, do hereby sell and convey unto THE INTER-STATE MORTGAGE TRUST COMPANY, party of the second part, the following described premises, situated in the county of Tulsa State of Oklahoma, to wit:

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

This mortgage given subject to a certain Five Thousand Dollar mortgage.

The intention being to convey hereby an absolute title in fee simple, including all rights of homestead, to have and to hold the premises above described, with all the appurtenances therunto belonging, unto the said THE INTER-STATE MORTGAGE TRUST COMPANY and to its successors or assigns, forever.

PROVIDED ALWAYS, and these presents are upon the express conditions, that if the said party of the first part, their heirs, executors, or administrators shall pay or cause to be paid to the said THE INTER-STATE MORTGAGE TRUST COMPANY, its successors or assigns, the sum of Five Hundred and no/100 DOLLARS, with interest thereon at the rate of ten per cent per annum, payable semi-annually after maturity and until the same is fully paid, according to the tenor and effect of the one promissory note of said party of the first part, bearing even date with these presents, then these presents to be void, otherwise to be and remain in full force and effect.