

W. B. Williams
Judge

I, Hal Turner, Court Clerk, for Tulsa County Oklahoma, hereby certify that the foregoing is a true, correct and full copy of the instrument herein set out as appears of record in the District Court of Tulsa County, Oklahoma, this 16th day of June 1924

By J. P. Melone

(SEAL) Hal Turner, Court Clerk

Deputy

Filed for record in Tulsa County, Tulsa Oklahoma, Jul 14, 1924 at 2:30 o'clock P. M. in Book 492, page 197

By Brady Brown, Deputy

(SEAL) O. G. Weaver, County Clerk

262786 C. J.

TRASURER'S ENDORSEMENT

I hereby certify that I received \$ 10 and issued Receipt No. 5738 therefor in payment of mortgage tax on the within mortgage.

Dated this 14 day of

July 1924

W. W. Suckey, County Treasurer

Deputy

MORTGAGE

KNOW ALL MEN, That Lordus A. Banes and Gertrude R. Banes, his wife, of Tulsa County, Oklahoma, hereinafter called mortgagor, to secure the payment of the sum of Fifty-two and 50/100 DOLLARS paid by THE FIRST TRUST COMPANY OF WICHITA, mort-

gagee, does hereby mortgage to said THE FIRST TRUST COMPANY OF WICHITA, the following described premises situated in the County of Tulsa Oklahoma, to-wit:

The East Half (E $\frac{1}{2}$) of the Southeast quarter (SE $\frac{1}{4}$) of Section Four (4), Township Eighteen (18) North, Range Fourteen (14) East.

of the Indian Meridian, containing in all 80 acres more or less, according to Government survey, with all the appurtenances, and warrant the title to the same.

This mortgage is made to secure the payment of the money, and the performance of the agreements, to be paid and performed by mortgagor to-wit:

FIRST-- That the mortgagor will pay to said THE FIRST TRUST COMPANY OF WICHITA, its successor or assigns, at its place of business, in Wichita, Kansas, Fifty-two and 50/100 DOLLARS according to the terms of one promissory note executed by the said mortgagor, said note being in amount as follows:--

One note for Fifty-two and 50/100 Dollars, Dated May 27th, 1924 bearing interest from April 1st, 1924 therein stated at 10 per cent per annum, payable semi annually.

SECOND--That from and after the maturity of said note or any of said notes, according to the provisions thereof, and after the maturity of any sum herein agreed to be paid, mortgagor will pay to the mortgagee, its successor or assigns, interest at the rate of 10 per cent per annum, semi-annually on said principal note or notes from the date of such maturity to the time when the money shall be actually paid.

THIRD--That mortgagor will pay all the taxes and assessments levied under the laws of Oklahoma upon said real estate, before the same become delinquent, also all liens, claims, adverse titles, and encumbrances on said premises; if any of said taxes, assessments, liens or claims be not paid by mortgagor, mortgagee may elect to pay the same and shall be entitled to collect all sums thus paid with interest at the rate of 10 per cent per annum, and this mortgage shall stand as security for the amount so paid with such interest.

FOURTH-- That mortgagor will keep all buildings, fences and other improvements on said real estate in good repair and will permit no waste on said premises.

FIFTH-- That mortgagor will at his own expense until the indebtedness herein recited is fully paid keep the buildings erected on said lands, insured against fire in the sum of no DOLLARS in some responsible insurance Company, approved by mortgagee, payable to the mortgagee or assigns and deliver the policies to the mortgagee; the mortgagee agrees, in case of fire, to devote the proceeds of such insurance to rebuilding buildings on said land.