

due at the time of filing or institution of foreclosure proceedings, which said attorney's fee shall also be secured by this mortgage.

IN WITNESS WHEREOF, The said party of the first part has hereunto caused his signature to be affixed, the day and year first above written.

J. H. Middleton

Witness:

N. Augusta Middleton Collinsville, Okla.
A. L. McCarty Tulsa, Okla.

STATE OF OKLAHOMA)
COUNTY OF TULSA) ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 26th day of July, 1924, personally appeared J. H. Middleton 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.

492

Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES Sept 11th 1926 (SEAL) E. E. Bateman, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Jul 28, 1924 at 10:45 o'clock A. M. in Book 492, page 409

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

263940 C.J.

M O R T G A G E

TREASURER'S RECEIPT
I have received of J. H. Middleton \$1.30 and have
Receipt No. 12923 dated July 28, 1924
W. W. H. County Clerk

THIS INDENTURE made and entered into this 1st day of July 1924 by and between J. H. Middleton of Collinsville Oklahoma party of the first part, and Marvin McCarty of Tulsa, Oklahoma party of the second part, WITNESSETH THAT WHEREAS, The party of the first part is justly indebted to the party of the second part in the sum of Sixty four hundred ninety one and 35/100 (\$6,491.35) dollars evidenced by one promissory note of even date herewith, payable six months after date with interest from maturity at the rate of six per cent per annum until paid.

NOW, THEREFORE, In order to secure the above indebtedness and notes and all extensions, renewals and substitutions thereof, together with all interest, charges and fees thereon, and as well also to secure any and all other indebtedness of the party of the first part to party of the second part, during the time when any of the above specified indebtedness shall remain unpaid, and as well also to secure any other sums and amounts for which the party of the second part shall or may become liable to pay for the protection of this security, and to secure as well any indebtedness which the party of the second part shall become obligated to pay on behalf of the party of the first part, whether by agreement or by operation of law, the said party of the first part has this day bargained, sold, conveyed, transferred, assigned, aliened, set over and mortgaged and does hereby bargain, sell, convey, transfer, assign, alien, set over and mortgage, unto said party of the second part, the following described property, to-wit:

The Northeast quarter (NE $\frac{1}{4}$) of Section Twenty Five (25), township twenty-two (22), Range Thirteen (13), East-

The South half (S $\frac{1}{2}$) of the Southwest quarter (SW $\frac{1}{4}$) and East Half (E $\frac{1}{2}$) of Northwest quarter (NW $\frac{1}{4}$) of Southwest quarter (SW $\frac{1}{4}$) of Section thirty (30) Township twenty two (22), Range Fourteen (14) east-

Southwest quarter (SW $\frac{1}{4}$) of Southeast quarter (SE $\frac{1}{4}$) of Section Nineteen (19) Township twenty-two (22), range fourteen (14) east-

All in Tulsa County, Oklahoma