

My commission expires April 18, 1928

(SEAL)

Mina E. Montgomery, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, July 29, 1924 at 4:30 o'clock P. M. in Book 492, page 431

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

264035 C. J.

REAL ESTATE MORTGAGE

TRUSTEES' ENDORSEMENT

I hereby certify that I received \$36 and issued
12959 therefor in payment of mortgage
to the within mortgagee.

Dated this 30 day of July 1924
W. W. Shuckey, County Clerk

KNOW ALL MEN BY THESE PRESENTS: That Charles C. Banther and Clara Banther (his wife), of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to The West Tulsa State Bank party of the second part, the following described pre-

mises, situated in Tulsa County, State of Oklahoma to-wit:

The north forty five feet of Lot One (N45 ft Lot 1), and the North forty five feet of the East Half of Lot Two, in Block Four, Clintondale Addition to the City of Tulsa, Tulsa County, Oklahoma as per the recorded plat thereof

The west Half of Lot Ten (10) in Block Four (4) in Clintons First Addition to the City of Tulsa, Tulsa County, State of Okla. as per the recorded plat thereof.

with all improvements thereon and appurtenances thereunto belonging, and warrant the title to the same.

This mortgage is given to secure the payment of the principal sum of (\$1800.00) Eighteen hundred Dollars, with interest thereon at the rate of 10 per cent per annum, payable monthly from date, according to the terms and at the time and in the manner provided by promissory note one certain/Installment of even date herewith due July 26, 1925 given and signed by the makers hereof, and payable to the order of the mortgagee herein at The West Tulsa State Bank, West Tulsa, Okla.

IT IS EXPRESSLY AGREED AND UNDERSTOOD by and between the said parties hereto, that this Mortgage is a first lien upon said premises; that the party of the first part will pay said principal and interest at times when the same fall due and at the place and in the manner provided in said notes and will pay all taxes and assessments against said land when the same are due each year, and will not commit or permit any waste upon said premises; that the buildings and other improvements thereon shall be kept in good repair and shall not be destroyed or removed without the consent of the second party, and shall be kept insured for the benefit of the second party or its assigns, against loss by fire or lightning for not less than \$1800.00 in form and companies satisfactory to said second party, and that all policies and renewal receipts shall be delivered to said second party. If the title to the said premises be transferred, said second party is authorized, as agent of the first party, to assign the insurance to the grantee of the title.

IT IS FURTHER AGREED AND UNDERSTOOD that the said second party may pay any taxes and assessments levied against said premises or any other sum necessary to protect the rights of such party or assigns, including insurance upon buildings, and recover the same from the first party with ten per cent interest, and that every such payment is secured hereby, and that in case of a foreclosure hereof and as often as any foreclosure suit may be filed, the holder hereof shall recover from the first party an attorney fee of \$25.00 and ten per cent upon the amount due, or such different sum as may be provided for by said notes, which shall be due upon the filing of the petition in foreclosure and which is secured hereby, together with expense of examination of title in preparation for foreclosure. Any expense incurred in litigation or otherwise, including attorney fees and abstract of title to said premises, incurred