

262086 C.J.

MORTGAGE OF REAL ESTATE

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 10 and issued
 Receipt No. 12617 herefor in payment of mortgage
 tax on the within named land.

Dated this 3 day of July 1924

W. W. [Signature] [Signature]

Deputy

This indenture, made and entered into this 3d day
 of July, 1924, between O. D. Sampson, a widower, of
 Tulsa County, in the State of Oklahoma, party of the
 first part, and The Exchange National Bank of Tulsa,
 Tulsa County, State of Oklahoma, party of the second
 part.

WITNESSETH: That said party of the firstpart, in consideration of the sum of
 Five Hundred and no/100 (\$500.00) Dollars, the receipt whereof is hereby acknowledged, does
 by these presents grant, bargain, sell and convey unto said party of the second part its suc-
 cessors and assigns, all the following described real estate, lying, situate and being in the
 County of Tulsa State of Oklahoma, to-wit:

Lots Five and Six (5 and 6) in Block Twenty (20), of Park Hill Addition
 to the City of Tulsa, according to the recorded plat thereof.

To have and to hold the same, together with all and singular the tenements, here-
 ditaments and appurtenances thereto belonging, or in any wise appertaining, forever.

This conveyance, however, is intended as a mortgage to secure the payment of
 one promissory note in writing this day executed and delivered to said second party by said
 first party, one for (\$500.00) due One Hundred Eighty Days after date, all payable at THE
 EXCHANGE NATIONAL BANK OF TULSA, Tulsa County, State of Oklahoma, with interest from maturity
 at the rate of ten per cent per annum, payable annually, and all providing for the payment
 of Ten Dollars and Ten Per Cent additional, as attorney's fees, in case the same be collected
 by legal proceedings or be placed in the hands of an attorney for collection.

Said first party hereby covenants that he is the owner in fee simple of said pre-
 mises and that the same are free and clear of all encumbrances. That he has good right and
 authority to convey and incumber the same and he will warrant and defend the same against the
 lawful claims of all persons whomsoever. Said first party agrees to insure the buildings on
 said premises in the sum of (\$-----) for the benefit of the mortgagee, its successors and
 assigns and to maintain such insurance during the existence of this mortgage. Said first party
 also agrees to pay all taxes and assessments lawfully assessed against said premises before
 the same shall become delinquent.

Now if said first party shall pay or cause to be paid to said second party, its
 successors and assigns, said sum or sums of money in the above described note mentioned, together
 with the interest thereon according to the terms and tenor of said note, and shall procure
 and maintain such insurance and pay such taxes and assessments, then these presents shall be
 wholly discharged and void; otherwise shall remain and be in full force and effect. If such
 insurance is not affected and maintained or if any and all taxes and assessments which are or
 may be levied and assessed lawfully against said premises, or any part thereof, are not paid
 before the same become delinquent, then the mortgage herein its successors or assigns may effect
 such insurance and pay such taxes and assessments and shall be allowed interest thereon at the
 rate of ten (10) per cent per annum until paid, and this mortgage shall stand as security
 for all such payments and sums; and if said sum or sums of money or any part thereof, or any
 interest thereon is not paid when the same becomes due and payable, or if such insurance is not
 effected and maintained and the certificates or policies delivered to said second party, its
 successors or assigns, or if any taxes or assessments are not paid before the same shall be
 delinquent, the holder of said notes and this mortgage may, without notice to first party
 elect to declare the whole sum or sums and interest thereon and attorney's fees therein pro-
 vided for due and payable at once and proceed to collect said debt, interest and attorney's fees