

required and directed.

it is therefore ordered, adjudged and decreed by the Court, that the said sale be, and the same is hereby confirmed and approved and declared valid, and the said EXCHANGE TRUST COMPANY, as such Administrator is directed to execute to said purchaser proper and legal conveyance of said real estate. (Seal) John P. Boyd, County 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 herewith set out as appears of record in the County Court of Tulsa County, Oklahoma, this 20th day of June 1924

By E. A. Watterfield, Deputy (Seal) Hal Turner, Court Clerk

Filed for record in Tulsa, Tulsa County, Oklahoma on August 13, 1924 at 5.00 oclock P. M. in Book 493 page 72

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

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REAL ESTATE MORTGAGE

TREASURER'S ENDORSEMENT

I have received \$1,000.00 and issued Receipt # 16187 for the same, in payment of mortgage
15 August 1924
G.M.

THIS INDENTURE, Made this Thirteenth day of August in the year of our Lord, One Thousand Nine Hundred twenty-four between Arthur B. Horton and Alice C. Horton, his wife of the County of Tulsa and State of Oklahoma, of the first part and THE INTER-STATE

MORTGAGE TRUST COMPANY, a Kansas Corporation, domesticated under the laws of the State of Oklahoma, of the second part.

WITNESSETH, That the said parties of the first part in consideration of the sum of One Thousand and no/100 Dollars to them duly paid the receipt of which is hereby acknowledged have sold and by these presents do bargain, sell and mortgage to the said parties of the second part, its successors or assigns forever, all that tract or parcel of land situated in the County of Tulsa and State of Oklahoma, described as follows, to-wit:

The East fifty (50) feet of Lot Four (4), Block Two (2) in Highlands First Addition to the City of Tulsa, according to the recorded plat thereof.

with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premisses above granted, and seized of a good and indefeasible estate of inheritance therein, and will warrant and defend the title to the same, and that the same is free and clear of all incumbrances of whatsoever kind.

This Grant is intended as a mortgage, to secure the payment of the sum of One Thousand and no/100 Dollars payable to THE INTER-STATE MORTGAGE TRUST COMPANY at its office in Green field, Massachusetts, according to the terms of one certain promissory note with ten coupons attached, this day executed and delivered by the said parties of the first part, to the said party of the second part; and this conveyance shall be void if such payment be made as therein specified.

But if default be made in the payment of any sum hereby secured or in default of performance of any covenant herein contained, the said first party agrees to pay to the said second party and its assigns interest at the rate of ten (10) per cent per annum on said principal note, from the date of such default to the time when the money shall be actually paid. Any payment made on account of interest shall be credited in said computation, so that the total amount collected shall be and not exceed the legal rate of ten (10) per cent per annum.

The first party agrees to pay all taxes and assessments levied upon said real estate, and if not paid the holder of this mortgage may without notice elect to pay such taxes or assessments and be entitled to interest on the same at the rate allowed by law, and this mortgage shall stand as security for the amount so paid with such interest.