

and purposes therein set forth.

Witness my hand and official signature the day and year above set forth.

(SEAL)

Brady Brown,  
Notary Public.

My commission expires Sept. 5th, 1927.

Filed for record in Tulsa County, Tulsa, Oklahoma, Aug. 28th, 1924 at 8:30 A. M. o'clock

Recorded in Book 496, page 9.

(Seal)

O. G. Weaver, County Clerk

By Brady Brown, Deputy.

266176 -CW.

MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 4th day of August, A. D. 1924, between J. T. Hays and Jennie Hays his wife, of Tulsa, County, in the State of Oklahoma, parties of the first part, and C. J. Stevens of Tulsa County, in the State of Oklahoma, party of the second part.

Witnesseth, That said parties of the first part in consideration of the sum of Fifty & 00/100 Dollars, the receipt of which is hereby acknowledged, does by these presents, grant, bargain, sell and convey unto said party of the second part, his heirs and assigns all the following described real estate, situate in Tulsa County and State of Oklahoma, to-wit:

Lot 4 Block 1 Fair Acres Addition to Collinsville, Okla.

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining forever.

This conveyance is intended as a mortgage to secure the payment of one promissory note of even date herewith:

One for \$50.00 due February 4th, 1924, made to C. J. Stevens or order, payable at The State Bank of Collinsville with 10 per cent, interest per annum from date, payable semi-annually, and signed by first parties.

Said first parties hereby covenant that they are owners in fee simple of said premises, and that they are free and clear of all incumbrances.

That they have good right and authority to convey and encumber the same and they warrant and will defend the same against the lawful claims of all persons whomsoever, Said first part agree to insure the buildings on said premises in the sum of \$ for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage, and to pay all taxes and assessments lawfully assessed on said premises before delinquent

Said first parties expressly agree that in case of foreclosure of this mortgage, and as often as any proceeding shall be taken to foreclose the same as herein provided, the mortgagor will pay to the said plaintiff ----Dollars as attorney's or solicitor's fees therefor, in addition to all other statutory fees, said fee to be due and payable upon the filing of the petition for foreclosure, and the same shall be a further charge and lien upon the said premises described in this mortgage, and the amount thereof shall be recovered in said foreclosure suit and included in any judgment or decree rendered in any action as aforesaid, and collected, and the lien thereof enforced in the same manner as the principal debt hereby secured.

Now, if said first parties shall pay or cause to be paid to said second party heirs or assigns said sum of money in the above described note mentioned, together with int-