

on this 13th day of August, 1924, personally appeared J. O. Ferguson 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.

(Seal) My commission expires May 2nd, 1925. J. Ullery,

Filed for record in Tulsa-County, -Tulsa, -Oklahoma on-Sept.-12,-1924 at-10: A. M. o'clock

Recorded in book 496, page 196.

By Brady Brown, Deputy.

(SEAL)

O. G. Weaver, County Clerk.

287239-647.

MORTGAGE OF REAL ESTATE

This indenture, made and entered into this 13th day of August, 1924, between J. O. Ferguson, of Tulsa County, in the State of Oklahoma, party of the first part, and G. B. Crawley - -County, State of Oklahoma, part of the second part,

WITNESSETH: That said party of the first part, in consideration of the sum of \$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 successors and assigns, all the following described real estate, lying, situated and being in the county of Tulsa, State of Oklahoma, to-wit:

Lot 7-Block (1) Hobbs Addition to City of Tulsa,

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise 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 \$ due August 13th, 1925, one for \$500.00 payable at THE EXCHANGE NATIONAL BANK OF TULSA, Tulsa County, State of Oklahoma, with interest from date at the rate of 10 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 premises 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 part also agree 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 effected 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 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