

record in the District Court of Tulsa County, Oklahoma, this 16 day of October, 1923.

(Seal) By E. Gail ^{W. W. Weaver} Deputy.

Hal Turner, Court Clerk.

Filed for record in Tulsa County, Tulsa Oklahoma, on Sept. 25, 1924 at 1:00 P. M. o'clock

recorded in book 496, page 326.

By Brady Brown, Deputy.

(SEAL)

O. G. Weaver, County Clerk.

268150-CW.

M O R T G A G E.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$140 and issued Receipt No. 1457 for the payment of mortgage on the within mortgage.

Dated this 25th day of Sept 1924

W. W. Weaver, County Treasurer

This indenture, made and entered into this 27th day of May, 1924, between Herbert D. Mason, 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 first part, in consideration of the sum of Seven Thousand and No/100\$7,000.00) Dollars, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and convey unto said party of the second part its successors and assigns, all the following described real estate, lying, situate and being in the county of Tulsa, State of Oklahoma, to-wit: Lots One (1), Two (2), and Three (3), in Block Six (6), in Buena Vista Park Addition (sometimes known and referred to as Buena Vista Addition), to the City of Tulsa, County of Tulsa, State of Oklahoma, according to the official recorded Amended Plat thereof; Said above described real estate is now now and never has been the homestead of party of the first part,

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 part, one for \$7,000.00 due Six (6) months after Date, 192--- all payable at THE EXCHANGE NATIONAL BANK OF TULSA, Tulsa County, State of Oklahoma, with interest from date at the rate of seven 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} ~~the~~ 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

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COMPARED BY
and