<u>MORTGAGE</u>.

0

()

COMPAREL

TREASURER'S ENDORSEMENT

268212-CW.

338

I hereby certify but I received <u>\$08</u> and issued Receipt No <u>166</u> 91 these or an payment of mortgy and interest. In x on the within na received <u>\$08</u> is and issued in x on the within na received <u>\$08</u> is and issued in x on the within na received <u>\$08</u> is an interval of the set of the state of the of the state of the the terms of the state of the terms of the second part. W. W.S. seller, County, State of Oklahoma, parties of the second part.

WITNESSETH: That said parties of the first part, in consideration of the sum of Four Hundred and two dollars (\$402.00) 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, situate and being in the county of Tulsa, State of Oklahoma, to-wit: Lot 9, (Nine), Block 8, (eight), Wakefield Addition to the City of Tulsa, Oklahoma, according to the duly recorded plat of said Addition to the city of Tulsa, Oklahoma.

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements hereditaments and appurtenances hhereto 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 parties, one for w402.00 due March 25th, 1925 ----all payable at Planters & Mechanics Bank, ^Tulsa, County, State of ^Oklahoma, with interest from September 25th, 1924 at the rate of eight 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 parties hereby covenants that they are the owners in fee simple of said premises and that the same are free and clear of all encumbrances. That they have good right and authority to convey end incumber the same and they will warrant and defend the same against the lawful claims of all persons whomsoever. Said first parties agree to insure the buildings on said premises in the sum of \hat{V} ----for the benefit of the mortgagee, its successors and assigns and to maintain such insurance during the existence of this mortgage. Said first parties also agrees to pay all taxes and assessments lawfully assessed against said premises before the same shall become delinquent.

Now if said first parties 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 the reof, are not paid before the same become delinquent, then the mortgage horein 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 or any part thereof, or any interest thereon is not paid when the same becomes due and mone payzole, or if such insurance is not effected and maintained and the certificate 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 perties elect to declare the whole sumor sums and interest thereon and attorney's fees therein provided for due and psyable at once and proceed to collect said