

270167-DW.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$80.00 and issue  
17054

for the payment of mortgage

on the within described property

Dated this 21st day of Oct 1924

W. J. Ruyle, Notary Public

Deputy

## MORTGAGE OF REAL ESTATE.

THIS INDENTURE, Made this 23rd day of September A. D. 1924, between Helen E. Seed and Curtis E. Seed, her husband of Tulsa County, In the State of Oklahoma, parties of the first part, and L. L. Wiles 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 Two Thousand and No/100 Dollars the receipt whereof is hereby acknowledged, do 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, situated in the County of Tulsa, state of Oklahoma, to-wit: Lots Three (3) and Four (4) in Block Four (4) Wiles Addition to the Town of Skiatook, according to the recorded plat thereof.

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 1 promissory note of even date herewith. One for \$2000.00 due September 23 1926 and One for \$--- - due ---- made to L. L. Wiles or order, payable at The Oklahoma National Bank with ten per cent interest per annum, payable annually and ten per cent additional as attorney's fees in case of legal proceedings to collect, and signed by Curtis E. Seed.

Said first parties hereby covenant that they are owners in fee simple of the 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 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 \$1500.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first parties agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Now, if said first parties shall pay or cause to be paid to said second party his heirs or assigns said sum of money in the above described note mentioned, together with the interest thereon according to the terms and tenor of said note and shall make and maintain such insurance and pay such taxes and assessments then these presents should be wholly discharged and void, otherwise shall remain 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 lawfully levied or assessed against such premises or any part thereof are not paid before delinquent then the mortgagee may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon at the rate of ten per cent per annum until paid and this mortgage shall stand as security for all such payments; and if said sum or sums of money or any part thereof is not paid when due, or if such insurance is not effected and maintained or any taxes or assessments are not paid before delinquent the holder of said note and this mortgage may elect to declare the whole sum or sum and interest thereon due and payable at once and proceed to collect said debt including attorney's fees and to foreclose this mortgage; and shall become entitled to possession of said premises.

Said first parties waive notice of election to declare the whole debt due as above stated and also the benefit of stay, valuation or appraisement laws.

In Witness Whereof, The said parties of the first part have hereunto set their hands the day and year first above written.

STATE OF OKLAHOMA,  
COUNTY OF TULSA.

} SS.

Helen E. Seed.  
Curtis E. Seed.

Before me, W. J. Ruyle, a Notary Public in and for the above

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CONFIRMED BY

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