

to me, that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my signature and official seal, the day and year last above written.

(Seal)

Chas. K. Warren,

Notary Public.

My commission expires April 17th, 1927.

Filed for record in Tulsa County, Tulsa, Oklahoma on Sept. 2, 1924 at 10: o'clock in Book 496, page 69.
By Brady Brown, Deputy. (SEAL) O. G. Weaver, County Clerk.

266574 -CW.

REAL ESTATE MORTGAGE

THIS INDENTURE, Made this 3d day of Sept. A. D. 1924, by and between Marion F. Penrod and Mary A. Penrod (his wife) of Tulsa County, State of Oklahoma of the first part, and The West Tulsa State Bank, West Tulsa, Okla. of the second part,

WITNESSETH: That the said parties of the first part, in consideration of the sum of One hundred eighty five --Dollars to them in hand paid, the receipt of which is hereby acknowledged have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto said party of the second part its heirs and assigns, forever, all the following described real estate, situated in the County of Tulsa, State of Oklahoma, to-wit:

Lot Three (3) in Block One (1) of Clintondale Addition to the City of Tulsa, Okla, as per the recorded plat thereof.

The East half of Lot Four (4) Block One (1) in Clintondale Addition to Tulsa, Okla as per the recorded plat thereof.

with the appurtenances and all the estate, title and interest of the said parties of the first part herein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

This grant is intended as a mortgage to secure the payment of the sum of One Hundred eighty-five Dollars according to the terms of --certain promissory note, this day executed and delivered by the said part of the first part to the said party of the second part, described as follows, to-wit:

One Note for \$185.00 dated at West Tulsa, Okla on Sept 3d 1924 and signed by Marion F. Penrod and Mary A. Penrod. Said note being payable to the West Tulsa State Bank on Nov. 3, 1924, together with interest at the rate of Ten per cent from Sept. 3d 1924, Note bears an attorneys fee clause of \$25.00

Said part of the first part shall, while any part of said principal or interest remains unpaid, pay all taxes and assessments on said mortgaged property when they become due, and shall keep the buildings on said premises insured to the satisfaction of the holder hereof in the sum of \$185. and the policy, in case of loss, payable to the said holder as his interest may appear, whether the debt be due or not and shall pay all interest as soon as it becomes due, and in case of failure to comply with any of these provisions at the option of the holder hereof, such tax or assessment may be paid and such insurance effected by the holder hereof, and the amounts so paid shall be a lien on the premises aforesaid and be secured by this mortgage and be collected in the same manner as the principal debt hereby secured. If said principal debt shall not be paid when due, or if at any time