

do by these presents grant, bargain, sell and convey unto said party of the second part, its heirs and assigns, all the following described real estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Lots seven (7) and eight (8) in block one (1) in Wiles addition to the Town of Skiatook, Oklahoma, according to the recorded plat thereof,

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances therunto belonging, or in any wise appertaining, forever.

This conveyance is intended as a mortgage to secure the payment of promissory note, dated 10/4/24; one for \$1395.85, due Jan. 4th, 1925, made to The Oklahoma National Bank, or order, payable at - - with 10 per cent per annum date, payable semi-annually, and signed by A.F. Duncan and Odessa Duncan,

Said first parties hereby covenant that they are owners in fee simple of said premises, and that they are free and clear of all incumbrances, except 1st mtg. to L.L. Wiles, Gdn. for \$1000.00, and Lauderback for \$500.00. 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.

Said first parties further expressly agree that in case of foreclosure of this mortgage, and as often as any proceedings shall be taken to foreclose same as herein provided, the mortgagor will pay to the said plaintiff \$10. & 10% as attorney's or solicitor's fees therefor, in addition to all other statutory fees, said fee to be due and payable upon the filing of the petition for foreclosure, and the same shall be a further charge and lien upon said premises described in this mortgage, and the amount thereon shall be recovered in said foreclosure suit and included in any judgment or decree rendered in action as aforesaid, and collected, and the lien thereof enforced in the same manner as the principal debt hereby secured.

The mortgagors, for themselves, their heirs, administrators, executors, successors or assigns hereby consent that any action to foreclose this mortgage may be brought in the county in which the land described is situated, and hereby waive any objection to such venue of such action.

Now if said first parties shall pay or cause to be paid to said second party, its 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 shall 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 levied and assessed lawfully against said 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 \_\_\_\_ per cent per annum until paid, and this mortgage shall stand as security for all such payments; and if said sum or sums or 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 sums 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.

COMPARED BY  
P.S. and J.M.