

to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal, the day and year above set forth.

(SEAL) R. L. Kifer, Notary Public.

My commission expires June 6, 1927.

Filed for record in Tulsa County, Okla., on Oct. 1, 1924, at 4:20 P.M. recorded in book 497, page 23, Brady Brown, Deputy.

(SEAL) O. C. Weaver, County Clerk.

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REAL ESTATE MORTGAGE.

This indenture, made this 18th day of September, A.D. 1924, by and between H. E. Hanna and Lenore S. Hanna, husband and wife, of Tulsa County, State of Oklahoma, parties of the first part, and E. H. Hanna, party of the second part.

Witnesseth, that the said parties of the first part, for and in consideration of the sum of three thousand dollars, to them in hand paid, by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold and by these presents do grant, bargain, sell and convey and confirm unto said party of the second part, and to his heirs, and assigns, forever, all the following described real estate, situated in the County of Tulsa, State of Oklahoma, to-wit:

The south fifty five feet of lot nine (9) in block ten (10) of Cherokee Heights addition to the City of Tulsa, according to the recorded plat thereof,

With the tenements, appurtenances and hereditaments thereto belonging, and all the estate title and interest of the said parties of the first part herein, together with the rents, issues and profits thereof. 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 three thousand dollars, together with the interest thereon according to the terms of one certain promissory note executed and delivered by the said parties of the first part to the said party of the second part, described as follows: A note for \$3,000.00 of even date herewith, due and payable December 1st, 1927, with interest thereon at the rate of eight per cent per annum until due, and at the rate of ten per cent per annum after maturity. The interest before maturity is further evidenced by six coupons attached to said principal note each for the sum of \$120.00, numbered one to six inclusive and due on the first days of June and December of each year, bearing interest after maturity at the rate of ten per cent per annum.

Said parties 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 shall become due, and shall keep the buildings on said premises in good repair and insured to the satisfaction of the holder hereof in the sum of \$3,000.00 and the policy in case of loss, payable to the 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 draw interest at the rate of ten per cent per annum.