

State of Oklahoma )  
County of Tulsa ) SS

Before me, J. M. Simpson, a Notary Public in and for said County and State on this 10th day of Nov. 1924, personally appeared E. H. Zachariae and Mae E. Zachariae, his wife to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they <sup>had</sup> executed the same as their free and voluntary act and deed for the uses and purposes therein set forth:

(SEAL) M. M. Simpson, Notary Public.  
Residing at Tulsa, Okla.

My commission expires Nov. 1, 1928.

Filed for record in Tulsa Co. Okla. on Nov. 13, 1924, at 1:00 P.M. recorded in book 497, page 363, Brady Brown, Deputy,

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

271 873 - BH

#### MORTGAGE OF REAL ESTATE.

This indenture, made this 12th day of November, A.D. 1924, between William King and Elsie King, his wife, of Tulsa County, in the State of Oklahoma, parties of the first part, and The Oklahoma National Bank, of Skiatook, Oklahoma, of the second part.

Witnesseth, that said parties of the first part, in consideration of the sum of five hundred and no/100 dollars, the receipt of which is hereby acknowledged, 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 thirty (30) and thirty one (31) in block eight (8) South Side addition to the Town of Skiatook, Oklahoma,

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 one (1) promissory note of even date herewith; one for \$500.00, due 90 days from date, made to The Oklahoma National Bank or order, payable at Skiatook, Oklahoma, with 10% per cent interest per annum, payable semi-annually and signed by William King and Elsie King.

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. 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 part agree to insure the buildings on said premises in the sum of \$\_\_\_\_\_ for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part 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 \$10.00 or 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