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 30 Oct 4  
 W. W. Adams, County 4.11

WHEREAS, it was and is agreed by and between the said parties of the first part hereto and the said The Exchange National Bank of Tulsa, Oklahoma, and the Producers National Bank of Tulsa, Oklahoma, that said parties of the first part hereto would secure the payment of said respective notes to said respective Banks by executing and delivering a mortgage upon the Northerly four hundred (400) feet of said tract of land first hereinabove described, and being as aforesaid a part of the said homestead of said parties of the first part, said mortgage to be executed by agreement of the parties to said party of the second part herein as Trustee for said named Banks without priority or preference, and ratably in proportion to the indebtedness in favor of said Banks, as evidenced by said promissory notes above mentioned.

NOW, THEREFORE, in order to secure the prompt and punctual payment of said notes, and any extensions or renewals thereof, according to their respective tenor, terms and maturity, and to secure the performance and observance of all of the covenants and conditions contained in said notes and herein contained, and for and in consideration of the premises, and in further consideration of the sum of One (\$1.00) Dollar, duly paid to said parties of the first part and to said Trustee at and before the execution and delivery of this instrument, receipt of which is hereby acknowledged, said parties of the first part have this day granted, bargained, sold, assigned, conveyed and mortgaged, and do by these presents grant, bargain, sell, assign, convey and mortgage unto said party of the second part, Trustee as aforesaid, its successors and assigns, the said Northerly four hundred (400) feet of said tract or parcel of land first hereinabove described.

TO HAVE AND TO HOLD the same, together with all and singular the tenements, hereditaments or appurtenances thereunto belonging, or in any wise appertaining, forever.

This conveyance, however, being intended, as hereinabove set out, as a mortgage to secure the payment of each of said promissory notes in writing, this day executed and delivered by said parties of the first part to said The Exchange National Bank of Tulsa, Oklahoma, and The Producers National Bank of Tulsa, Oklahoma, in respective sums as hereinabove set out, with interest thereon from date at the rate of eight per cent (8%) per annum, payable quarterly, and each of said notes providing for the payment of reasonable additional as attorney fees in case the same be collected by legal proceedings, or be placed in the hands of an attorney for collection.

Said parties of the first part hereby covenant that they are the owners in fee simple of said premises so mortgaged, and that the same are free and clear of all encumbrances; that they have good right and authority to convey and encumber the same, and that they will warrant and defend the same against the lawful claims of all persons whomsoever, and that they will pay all taxes and assessments lawfully assessed against said premises before the indebtedness above mentioned shall become delinquent.

NOW, if said parties of the first part shall pay, or cause to be paid unto the said named respective Banks, their successors and assigns, said sum or sums of money set out and described in said respective notes, together with all interest thereon according to the terms and tenor of said notes, then these presents shall be wholly discharged and void; otherwise the same shall remain and be in full force and effect.

If any or all taxes and assessments which are or may be levied and assessed lawfully against said premises, or any part thereof, shall not be paid before the same become delinquent, then the Trustee herein, its successors or assigns, may effect such insurance and pay such taxes and assessments, and shall be allowed interest thereon at the rate of ten per cent (10%) per annum until paid, and this mortgage shall stand as security for all such payments and sums; and if said sum or sums of money, or any part thereof, or any interest thereon, shall not be paid when the same become due and payable, or if any taxes or assessments shall

COMPARED BY  
 J. S. J. H.