

134  
TREASURER'S ENDORSEMENT  
I hereby certify that I received \$242 and tax  
Receipt No. 17254 thereon or in payment of mortgage  
tax on the within mortgage.  
Dated this 6 day of Nov 1924  
W. W. Stackey, County Treasurer

Deputy  
said lot a distance of 59.3 feet, thence in a southeasterly direction a distance of 63.8 feet to a point on the East Boundary line of said lot 44.2 feet from the Northeast corner of said lot; thence north along the East boundary line of said lot a distance of 44.2 feet to the Northeast corner of said lot; thence along the North boundary line of said lot to the place of beginning, and Beginning at the Southeast corner of Lot Three (3) in Block One (1) in Swan Park Addition to the City of Tulsa, Oklahoma; thence running in a Northeasterly direction along the East boundary line of said lot Three (3) a distance of 29.8 feet; thence in a North westerly direction on a line parallel with the South boundary line of said lot to a point on the West boundary line of said lot, 32.1 feet North of the Southwest corner of said lot; thence South along the West boundary line of said lot to the Southwest corner of said lot, a distance of 32.1 feet; thence in a southeasterly direction along the south boundary line of said lot to the point of beginning, according to the recorded official plat of said addition, with all the improvements thereon and appurtenances thereto belonging and warrant the title of the same. This mortgage is given to secure the principal sum of Twenty One Hundred & No/ 100 Dollars, with interest thereon at the rate of ten per centum per annum, payable from date according to the terms of one certain promissory note described as follows to-wit:

One note dated November 5th 1924 for \$2100.00 payable to H. Horwits, with interest at <sup>ten</sup> percent from date, due in sixty days from date (January 5th, 1925); signed by P. M. Olston, a single man;

FIRST. The mortgagors represent that they have fee simple title to said land, free and clear of all liens and encumbrances, except a First mortgage for \$7500.00, favor of Mortgage Bond Co. of New York, recorded in Book 351, page 196, Tulsa County, Oklahoma, and hereby warrant the title against all persons waiving hereby all rights of homestead exemption, and waive the appraisalment of said lands in case of sale under foreclosure.

SECOND: If said mortgagor shall pay the aforesaid indebtedness both principal and interest, according to the tenor of said note as the same shall mature, and shall keep and perform all the covenants and agreements in this mortgage, then these presents shall become void; Otherwise to remain in full force and effect.

THIRD: Said mortgagors agree to pay promptly when due and payable all taxes and assessments that may be levied within the State of Oklahoma, upon said lands and tenements, or upon any interest or estate therein including the interest represented by this mortgage lien; and further to pay any tax, assessment or charge that may be levied, assessed or required from the holder of said mortgage and note as a condition to maintain or of enforcing or enjoying the full benefit of the lien of this mortgage, or the collection of said indebtedness; and will pay any and all labor and material liens whether created before or after this date that were lawfully charged against said premises;

And will also keep all buildings erected and to be erected upon said lands, insured, against loss and damage by tornado and fire with insurance approved by the mortgagee herein in the sum of \$10,000.00 as a further security for said debt, and assign and deliver to the mortgagee all insurance upon said property to be by it collected, as its interest may appear. In case said mortgagor shall fail to pay any such taxes, assessments, charges, labor or material liens or insurance, then the holder of this mortgage and the debt secured hereby may pay said taxes, assessments, insurance, charges and liens, and said mortgagor agree to repay upon demand the full amount of said advances with interest thereon at the rate of ten per cent per annum from the date of such advancement and this mortgage shall be a further lien for the repayment thereof.

FOURTH. Mortgagor agree to pay promptly when due all interest or principal payments on all prior encumbrances if any upon said land, and if mortgagor or their successors

COMPARED BY  
R. J. M.