

affix our hands and seals this 10 day of Nov. 1924.

Stephen B. Nelson,

STATE OF OKLA.)
COUNTY OF TULSA.) SS.

Before me The undersigned a Notary Public, in and for said County and State, on this 10th day of Nov. 1924, personally appeared Stephen B. Nelson to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year first above written.
My commission expires Sept. 5, 1927.

(Seal) Brady Brown, Notary Public.

Filed for record in Tulsa County, Tulsa Oklahoma on Nov. 13, 1924 at 3:40 P. M. o'clock, recorded in Book 499, page 221.

By Brady Brown, Deputy.

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

271938-CW.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That James F. Boyd or J. F. Boyd, (a widower), of Tulsa County, Oklahoma, party of the first part, has mortgaged and hereby mortgage to The West Tulsa State Bank, West Tulsa, Okla, party of the second part, the following described premises, situated in Tulsa County, State of Oklahoma, to-wit: Lots Four (4) Five (5) and Six (6) in Block forty-nine (49) in West Tulsa, Okla. now a part of the City of Tulsa, Okla. as per the recorded plat thereof. with all improvements thereon and appurtenances thereunto belonging, and warrant the title to the same.

This mortgage is given to secure the payment of the principal sum of \$400.00 Four Hundred Dollars, with interest thereon at the rate of 10 per cent per annum, payable semi-annually from date, according to the terms and at the time and in the manner provided by one certain installment form, promissory note of even date herewith, given and signed by the makers hereof, and payable to the order of the mortgagee herein at West Tulsa, Okla. on or before Nov 12th, 1925.

IT IS EXPRESSLY AGREED AND UNDERSTOOD by and between the said parties hereto, that this Mortgage is a first lien upon said premises; that the party of the first part will pay said principal and interest at times when the same fall due and at the place and in the manner provided in said notes and will pay all taxes and assessments against said land when the same are due each year, and will not commit or permit any waste upon said premises; that the buildings and other improvements thereon shall be kept in good repair and shall not be destroyed or removed without the consent of the second party and shall be kept insured for the benefit of the second party or its assigns, against loss by fire or lightning for not less than \$300 in form and companies satisfactory to said second party, and that all policies and renewal receipts shall be delivered to said second party. If the title to the said premises be transferred, said second party is authorized as agent of the first party, to assign the insurance to the grantee of the title.

IT IS FURTHER AGREED AND UNDERSTOOD that the said second party may pay any taxes and assessments levied against said premises or any other sum necessary to protect the rights of such party or assigns, including insurance upon buildings, and recover the same from the first party with ten per cent interest, and that every such payment is secured hereby, and that in case of a foreclosure hereof and as often as any foreclosure suit may be filed, the holder hereof shall recover from the first party as attorney fee of \$25.00 and ten per cent upon the amount due, or such different sum as may be provided for by said notes which shall be due upon the filing of the petition in foreclosure and which is secured hereby.