

STATE OF OKLAHOMA, }
COUNTY OF TULSA. } SS.

Now on this 25th day of February 1925, personally appeared before me, the undersigned, Notary Public, in and for the County and state aforesaid, W. R. Ritchie personally known to me to be the identical person who executed the above 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. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial seal the day and year last above written.

(Seal) My commission expires March 11, 1926. W. M. Hough, Notary Public.

Filed for record in Tulsa County, Tulsa, Oklahoma on February 25th, 1925 at 4:30 P. M.

Recorded in Book 499, page 612.

By Brady Brown, Deputy.

(Seal)

O. G. Weaver, County Clerk.

#279635-CW

TREASURER'S ENDORSEMENT

This is to certify that \$ 6.00 has been received and Receipt No. 18803 issued therefor in Payment of Mortgage Tax on the within Mortgage. Dated this 26 day of Feb 1925

W. W. Stuckey, County Treasurer

MORTGAGE of REAL ESTATE

We, R. E. Givens and Mabel Givens, his wife, hereinafter called mortgagor, to secure the payment of Fifteen-Hundred and No/100 Dollars paid to mortgagee by mortgagee do hereby mortgage unto Gerhard G. Toews mortgagee, the following described real estate, with all appurtenances, situate in Tulsa County, Oklahoma to-wit:

The South Forty-nine and one-fourth (49 $\frac{1}{4}$) feet of the West Eighty-five (85) feet of Lot Seven (7), Block Twenty-five (25), in Park Place Addition to the City of Tulsa Oklahoma, According to the recorded plat thereof.

Mortgagor warrants the title to above premises and that there are no liens or incumbrances thereon except as stated in this instrument.

THIS MORTGAGE is executed to secure the performance of each obligation herein made by mortgagors, one of which obligations is to pay said mortgagee, his heirs or assigns, the said indebtedness above named, with interest as herein stated, to-wit: \$1500.00 represented by the One promissory note of mortgagor, of even date herewith, as follows:

One note for \$1500.00 Due September 10th, 1927

Each note above named bears interest at the rate of 8 per cent per annum payable --annually from date and ten percent per annum after due.

Failure of mortgagor, his grantees, heirs or successors to pay the principal or any part thereof, or the interest thereon, when due, of any prior mortgage or lien on said real estate or any part thereof, shall render all money secured by this mortgage due and payable at once without notice.

In event of foreclosure of this mortgage, mortgagor agrees to pay an attorney's fee of ten dollars and ten per cent of principal and interest unpaid and this mortgage secures the same.

Mortgagor agrees to pay all taxes or assessments, general or special, levied against said premises when they are by law due and payable.

NOW if any of the sum or sums of money secured by this mortgage, or any part thereof, or any interest thereon, is not paid when due, or if the taxes or assessments levied against said property, or any part thereof, are not paid when due same are by law due and payable, or if there is a failure to perform any obligation made in this mortgage, then or in either event the whole sum or sums of moneys secured by this mortgage with all interest thereon shall immediately become due and payable, and foreclosure may be had of this mortgage.