

COMPARED

202819 C. J. TREASURER'S ENDORSEMENT

I hereby certify that I received \$3750.00 and issued  
 Receipt No. 3275 therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 21 day of January 1922  
 WAYNE L. DICKNEY, County Treasurer

W. Williams  
 Deputy

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That James  
 H. Thomas and Eugenia Thomas, his wife, of  
 Tulsa County, Oklahoma, parties of the first  
 part, have mortgaged and hereby mortgage to

WILLIAM B. SCOTT party of the second part, the following described premises, situated in  
 Tulsa County, State of Oklahoma to-wit:

THE WEST TWENTY FIVE (25) FEET OF THE EAST SEVENTY FIVE (75) FEET OF  
 LOTS, ONE (1) and TWO (2) IN BLOCK SEVENTY FOUR (74) OF THE ORIGINAL  
 TOWN ( NOW CITY) OF TULSA, OKLAHOMA, ACCORDING TO THE RECORDED OFFICIAL  
 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 SEVEN  
 THOUSAND DOLLARS \$3750.00 PAYABLE IN TWO YEARS, and \$3750.00 PAYABLE IN THREE YEARS  
Dollars, with interest thereon at the rate of 8 per cent per annum, payable semi annually  
 from date, according to the terms and at the time and in the manner provided by two cer-  
 tain promissory note of even date herewith, given and signed by the makers hereof, and  
 payable to the order of the mortgagee herein at THE NATIONAL BANK OF COMMERCE OF TULSA,  
 OKLAHOMA

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 pre-  
 mises; 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 light-  
 ning for not less than \$1,000.00 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 an 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 se-  
 cured hereby, together with expense of examination of title in preparation for foreclosure.  
 Any expense incurred in litigation or otherwise, including attorney fees and abstract of  
 title to said premises, incurred by reason of this mortgage or to protect its liens, shall  
 be repaid by the mortgagor to the mortgagee or assigns, with interest thereon at ten per  
 cent per annum, and this mortgage shall stand as security therefor.

AND IT IS FURTHER AGREED that upon a breach of the warranty herein or upon a failure  
 to pay when due any sum, interest or principal, secured hereby, or any tax or assessment  
 herein mentioned, or to comply with any requirements herein or upon any waste upon said  
 premises, or any removal or destruction of any building or other improvements thereon, with