

207425

LB

REAL ESTATE MORTGAGE

COMPARED

TREASURER'S ENFORCEMENT
I hereby certify that I received \$ 250 and issued
Receipt No. 4487 therefor in payment of mortgage
tax on the within mortgage.

Dated this 22 day of Aug 1922
WAYNE L. DICKEY, County Treasurer
J. Barrett
Deputy

KNOW ALL MEN BY THESE PRESENTS: That G. Z. Jenkins
and Rose Jenkins, his wife, of Tulsa County, Oklahoma,
parties of the first part, have mortgaged and hereby
mortgage to Southwestern Mortgage Company, of Roff,
Oklahoma, party of the second part, the following de-
scribed real estate and premises situated in Tulsa

County, State of Oklahoma, to-wit:

The East Sixteen and two thirds feet of Lot Eight, and the West Sixteen
and two thirds feet of Lot nine, all in Block Six, Irving Place Addition
to the City of Tulsa

with all improvements thereon and appurtenances thereto belonging, and warrant the title
to the same. This mortgage is given to secure the principal sum of Twenty five hundred
DOLLARS, with interest thereon at the rate of ten per cent. per annum payable semi-
annually from Date according to the terms of nine certain promissory note described as
follows, to-wit: of \$500.00 each; four notes of \$200 each; and two notes
of \$100 each, all dated August 26th, 1922, and all due in three years.

Said first parties agree to insure the buildings on said premises for their reasonable
value for the benefit of the mortgagee and maintain such insurance during the existence
of this mortgage. Said first part agree to pay all taxes and assessments lawfully
assessed on said premises before delinquent.

Said first parties further expressly agree that in case of foreclosure of this mort-
gage, and as often as any proceeding shall be taken to foreclose same as herein provided,
the mortgagor will pay to the said mortgagee Two hundred fifty# Dollars as attorney's
or solicitor's fees therefor, in addition to all other statutory fees; said fee to be
due and payable upon the filing of the petition for foreclosure and the same shall be a
further charge and lien upon said premises described in this mortgage, and the amount
thereof shall be recovered in said foreclosure suit and included in any judgment or
decree rendered in action as aforesaid, and collected, and the lien thereof enforced in
the same manner as the principal debt hereby secured.

Now if the said first parties shall pay or cause to be paid to said second party, its
heirs or assigns said sum of money in the above described notes mentioned, together with
the interest thereon according to the terms and tenor of said notes and shall make and
maintain such insurance and pay such taxes and assessments then then presents shall be
wholly discharged and void, otherwise shall remain in full force and effect. If said
insurance is not effected and maintained, or if any and all taxes and assessments which
are or may be levied and assessed lawfully against said premises, or any part thereof,
are not paid before delinquent, then the mortgagee may effect such insurance or pay such
taxes and assessments and shall be allowed interest thereon at the rate of ten per cent
per annum, until paid, and this mortgage shall stand as security for all such payments;
and if said sums of money or any part thereof is not paid when due, or if such insurance
is not effected and maintained or any taxes or assessments are not paid before delinquent,
the holder of said notes and this mortgage may elect to declare the whole sum or sums
and interest thereon due and payable at once and proceed to collect said debt including
attorney's fees, and to foreclose this mortgage, and shall become entitled to possession
of said premises.

Said first parties waive notice of election to declare the whole debt due as above