

205303 C.J.

**COMPARED**

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 32.00 and issued  
Receipt No. 32203 therefor in payment of mortgage  
tax on the within mortgage.

Dated this 27 day of July 1922

WAYNE L. DICKEY, County Treasurer

Deputy

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That E. J.

Walton and wife Electa Walton, of Tulsa County  
Oklahoma, parties of the first part have mortgaged  
and hereby mortgage to L. C. Whitenack party of  
the second part, the following described pre-

mises, situated in Tulsa County, State of Oklahoma to-wit:

Lots Twentyone (21) and Twenty Two (22) In Block Five (5)

Original Town of Broken Arrow, now a city of the First class

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 Three  
HUNDRED DOLLARS, with interest thereon at the rate of 10 per cent per annum, payable an-  
nually from date, according to the terms and at the time and in the manner provided by  
One certain promissory note of even date herewith, given and signed by the makers hereof,  
and payable to the order of the mortgagee herein at Arkansas Valley State Bank, Broken  
Arrow, Okla.

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 \$300.00 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 payments 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 secured 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