and the second second

210221 C. J.

REAL ESTATE MORTGAGE

TREASURER'S ENDORSEMENT
I hereby certify that I received \$ 22 and issued
Receipt No. 22 therefor in payment of mortgage

tax on the within mortgage.

Dated this day of 192 2

WAYNE L. DICKEY, County Treasurer

9,90

KNOW ALL MEN BY THESE PRESENTS: R. Curtis and H. A. Curtis, her husband, of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Southwestern Mortgage Company, Roff, Oklahoma,

party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Five (5), Block Eighteen (18), Irving Place Addition to the City

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 ELEVEN HUNDRED SIXTY EIGHT ## DOLLARS, with interest thereon at the rate of ten per cent. per annum payable semiannually from date according to the terms of Nine (9) certain promissory notes described as follows, to-wit:

Two notes of \$500.00 each, both dated October 2nd, 1922, and due in one year. Six notes of \$25.00 each, all dated October 2nd, 1922, one due November 2nd, 1922, and one due on the 2nd of each month thereafter until all are paid . One note of \$18.00 dated October 2nd, 1922, and due in seven months.

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 parties 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 mortgage, and as often as any proceeding shall be taken to foreclose same as herein provided, the mortgagor will pay to the said mortgagee ONE HUNDRED SIXTY EIGHT # 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 thereon 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 sums 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 these 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 sold 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