

813447 C. J.

COMPARED

TREASURER'S ENDORSEMENT

by certify that I received \$ 56. and therefor in payment of mortgage on the within mortgage.

Dated this 12 day of May 1923

WAYNE L. DICKEY, County Treasurer

MORTGAGE

FOR THE CONSIDERATION OF Twenty Seven Hundred Seventy DOLLARS LUCILLE LEMMON AND WILLIAM G. LEMMON, her husband, of Tulsa County, State of Oklahoma, first parties do hereby mortgage and convey to LIONEL E. Z. AARONSON, of Tulsa, Oklahoma, second party, his

successors and assigns, the following real estate situated in Tulsa county, State of Oklahoma, described as follows, to-wit:

West Five (5) ft. of Lot Six (6), and the East Seventy (70) ft. of Lot Seven (7) in Block 3 Sunset Park Addition to the City of Tulsa,

Oklahoma, together with all rents, issues and profits therefrom and all improvements and appurtenances now or hereafter in anywise belonging thereto; and the said first parties do hereby warrant the title thereto against all persons whomsoever.

This mortgage is given as security for the performance of the covenants herein, and the payment to the said LIONEL E. Z. AARONSON, his successors and assigns, the principal sum of Six hundred ninety-two-50/100 Dollars on the sixth day of May 1923. Six hundred ninety-two-50/100 Dollars on the sixth day of November 1923. Six hundred ninety-two-50/100 Dollars on the sixth day of May 1924, with interest thereon at the rate of eight per cent per annum until maturity, and at ten per cent per annum after maturity, said interest to be paid semi-annually, principal and interest payable at the office of LIONEL E. Z. AARONSON, in Tulsa, Oklahoma, according to the conditions of the three promissory notes of the said Lucile Lemmon and William G. Lemmon, for said amount, made and delivered unto said second party, being of even date herewith, and due as above stated.

The said first parties shall not commit or suffer waste; shall pay all taxes and assessments upon said described real property, and all personal taxes before delinquent; shall keep the buildings thereon insured to the satisfaction of said second party for at least-----Dollars, delivering all policies and renewal receipts to said second party, his successors and assigns; and upon satisfaction of this mortgage will accept from the mortgagee a duly executed release of the same, have it recorded, and pay the cost of recording.

A failure to comply with any of the agreements herein shall cause the whole debt secured hereby to at once become due and collectible, if said second party or assigns so elect, and no demand for fulfillment of conditions broken, nor notice of election to consider the debt due shall be necessary previous to commencement of suit to collect the debt hereby secured or any part thereof, or to foreclose this mortgage; and if suit is commenced to foreclose this mortgage the second party, his successors and assigns, shall be entitled to have a receiver appointed to take charge of said real estate during such litigation and period of redemption from sale thereunder, accounting to the mortgagee for the net income only, applying the same in payment of any part of the debt secured hereby remaining unpaid.

All money paid by said second party, his successors and assigns, for insurance, taxes or assessments upon said property, and expense of continuation of abstract, and all expenses and attorney's fee incurred by said second party and assigns by reason of litigation with third parties to protect the lien of this mortgage shall be recoverable against said first parties with penalties upon tax sales, and shall bear interest at the rate of ten per cent per annum, payable semi-annually, and be secured by this mortgage.