

Filed in Tulsa County, Okla. for record on Sept. 15, 1922, at 9:35 A.M. and duly recorded in book 428 - page 136. By F. Delman, Deputy.

(SEAL) O. D. Lawson, County Clerk,

208737 - BH

COMPARED

MORTGAGE

Know all men by these presents, that H. E. Markey of Tulsa County, in the State of Oklahoma, party of the first part has mortgaged and hereby mortgage to Irene Stevens Tulsa, of Tulsa County, in the State of Oklahoma, party of the second part, the following described real estate and premises, situated in Tulsa County, State of Oklahoma, to-wit: all of lot seven (7) Block one (1) in Englewood Addition in and to the City of Tulsa, according to the recorded plat thereof, with all the improvements thereon, and appurtenances thereunto belonging, and warrant the title to the same.

Provided always, and these presents are upon the express condition that whereas said H. E. Markey has this day executed and delivered certain promissory note in writing to said part of the second part, described as follows. A copy of which is attached and made a part hereof.--

\$700.00

Tulsa, Oklahoma, Aug. 12, 1922.

For value received promise to pay Irene Stevens, or order, the sum of Seven Hundred red dollars at the office of the First National Bank in Tulsa, Oklahoma, in monthly installments, payable as follows, to-wit:- Thirty dollars on the first day of October, 1922, and thirty dollars on the first day of each succeeding month thereafter until the whole sum is fully paid, with interest from this date at the rate of eight per cent per annum. The interest on each installment and the interest on the unpaid balance of the principal sum are to be paid at ^{the} maturity of each installment. If default is made in the payment of any installment when due, then all the remaining installments shall become due and payable at once. Privilege is given to pay two or more installments at any time. If this note is not paid when due and collectible by an attorney or by suit, principals, sureties and endorsers agree to pay an attorney fee for the collection of same, the sum of \$25.00 and ten per cent of the amount remaining unpaid.

H. E. Markey.

Now, if the said part of the first part shall pay or cause to be paid to the said part of the second part, heirs, assigns, the sum of money in above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void, and otherwise shall remain in full force and effect. But if the said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof, are not paid when the same by law are due and payable then the whole of said sum or sums, and interest thereon, shall and by these presents become due and payable, and said part of the second part shall be entitled to the possession of said premises.

Said part of the first part hereby agree to procure and maintain policies of insurance on the buildings erected and to be erected upon the above described premises, in some responsible insurance company to the satisfaction of the legal holder or holders of this mortgage, to the amount of sufficient to cover note and just loss, if any, payable to the mortgagee or her assigns. An attorney fee of