

book 428 - page 392. By F. Delman, Deputy. (SEAL) O.D. Lawson, County Clerk.

210701 - BH

COMPARED

REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS; that J. D. Simmons of Tulsa, County, Oklahoma, party of the first part has mortgaged and hereby mortgage to Southwestern Mortgage Company, Roff, Okla., party of the second part, the following described real estate premises situated in--- County, State of Oklahoma, to-wit:

South one hundred five feet (105') of the north one

hundred thirty feet (130') of lot seven (7) Block

ten (10) Irving Place addition to the City of Tulsa

The above described property is not the homestead of grantor and has never been occupied by him as such,

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 Fifteen Hundred Dollars with interest thereon at the rate of ten per cent per annum, payable -- annually from date, according to the term of one (1) certain promissory note described as follows; to-wit: One note of \$1500.00 dated October 7th, 1922, and due in sixty days.

Said first party agrees 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 party agrees to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first party further expressly agrees that in case of foreclosure of this mortgage, and as often as any proceedings shall be taken to foreclose same as herein provided, the mortgagor will pay to the said mortgagee One 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 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 party shall pay or cause to be paid to said second party, its heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon according to the terms and tenor of said note, 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 said sum 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 note, and this mortgage may elect to declare the whole sum ^{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.

INSURERS' ENFORCEMENT
I hereby certify that I received \$ 30 and issued
therefor in payment of mortgage
dated this 9th day of 1922
WAYNE L. DUBOIS, County Treasurer
Deputy