

216128 C. J.

**COMPARED**  
**TREASURER'S ENDORSEMENT**  
 I hereby certify that I received \$15 and issued  
 Receipt No. 660 therefor in payment of mortgage  
 tax on the within mortgage.  
 Dated this 11 day of Dec 1922  
WAYNE L. DICKEY, County Treasurer  
Deputy

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That W.  
 S. Fly and Florence Fly, his wife, of  
 Tulsa County, Oklahoma, parties of the first  
 part, have mortgaged and hereby mortgage to  
 Southwestern Mortgage Company, Roff, Okla.

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

Lot Fifteen (15), Block Twelve (12), Irving Place Addition to  
 the City of Tulsa,

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 TWENTY FIVE HUNDRED  
 ## DOLLARS, with interest thereon at the rate of ten per cent. per annum payable semi-  
 annually from date according to the terms of eight (8) certain promissory notes described  
 as follows, to-wit:

Four notes of \$500.00 each; one note of \$200.00; three notes of \$100.00  
 each, all dated November 29th, 1922, and all due in three years.

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 agree to pay all taxes and assessments law-  
 fully 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 TWO 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 described in this mortgage, and the amount  
 thereon shall be recovered in said foreclosure suit and included in any judgment or decree  
 rendered to action as aforesaid, and collected, and the lien thereof enforced in the  
 samemanner 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 in-  
 surance 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  
 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 become entitled to possession of said premises.

Said first parties waive notice of election to declare the whole debt due  
 as above and also the benefit of stay, valuation or appraisement laws.