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COMPARED

218822 C. J.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 24.65 and issued
 Receipt No. 7170 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 12 day of Jan 1923
 WAYNE L. DICKEY, County Treasurer

[Signature]
 Deputy

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That Harry W. Smith
 and Ella C. Smith, 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:

West One Hundred Feet (W 100') of Lots seventeen (17) and Eighteen (18)

Block Fifteen (15), Park Hill 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 TWO HUNDRED SEVENTY ## DOLLARS
 with interest thereon at the rate of ten per cent. per annum payable monthly from date accord-
 ing to the terms of ten (10) certain promissory notes described as follows, to-wit:

Ten notes of \$27.00 each, all dated January 8th, 1923, one due on February
 8th, 1923, and one due on the 27th day of each month thereafter until all are
 paid,

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 lawfully assessed on said
 premises before delinquent.

Said first parties further expressly agree that in case of foreclosure of this mort-
 gage, and as often as any proceeding shall be taken to foreclose same as herein provided, the
 mortgagor will pay to the said mortgagee 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 fil-
 ing 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 fored osure
 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 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.

IN WITNESS WHEREOF, said parties of the first part have hereunto set their hands
 this 8th day of January 1923.

Harry W. Smith
 Ella C. Smith