

217853 C. J. COMPARED

REAL ESTATE MORTGAGE

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 72.00 and issued
 Receipt No. 7045 therefor in payment of mortgage
 tax on the within mortgage.
 Dated this 30 day of Dec 1925
 WAYNE L. DICKEY, County Treasurer

KNOW ALL MEN BY THESE PRESENTS: that J. A. Goodman
 and his wife, of Tulsa County, Oklahoma, parties of the
 first part, have mortgaged and hereby mortgage to
 Clyde L. Sears party of the second part, the follow-
 ing described premises, situated in Tulsa County,

State of Oklahoma to-wit: Deputy

Lot Ten (10) in Block Two (2) in Boswell's Addition to the City of Tulsa,

Tulsa County, Oklahoma, according to the recorded plat thereof.

with all improvements thereon and appurtenances thereunto belonging, and warrant the title to
 the same.

This mortgage is given to secure the payment of the principal sum of Eleven Hundred
 Fifty Five and no/100 Dollars, with interest thereon at the rate of 8 per cent per annum,
 payable semi-annually from date, according to the terms and at the time and in the manner pro-
 vided by one certain promissory note of even date herewith, given and signed by the makers here-
 of, and payable to the order of the mortgagee herein at First National Bank, Tulsa, Okla.
 on or before Oct. 2, 1925

IT IS EXPRESSLY AGREED AND UNDERSTOOD by and between the said parties hereto, that this
 Mortgage is a first lien upon said premises; that the party of the first part will pay said
 principal and interest at times when the same fall due and at the place and in the manner pro-
 vided in said notes and will pay all taxes and assessments against said land when the same are
 due each year, and will not commit or permit any waste upon said premises; that the buildings
 and other improvements thereon shall be kept in good repair and shall not be destroyed or re-
 moved without the consent of the second party, and shall be kept insured for the benefit of
 the second party or its assigns, against loss by fire or lightning for not less than \$1200.00
 in form and companies satisfactory to said second party, and that all policies and renewal
 receipts shall be delivered to said second party. If the title to the said premises be trans-
 ferred, said second party is authorized, as agent of the first party, to assign the insurance
 to the grantee of the title.

IT IS FURTHER AGREED AND UNDERSTOOD that the said second party may pay any taxes and
 assessments levied against said premises or any other sum necessary to protect the rights of
 such party or assigns, including insurance upon buildings, and recover the same from the first
 party with ten per cent interest, and that every such payment is secured hereby, and that in
 case of a foreclosure hereof and as often as any foreclosure suit may be filed, the holder here-
 of shall recover from the first party an attorney fee of \$25.00 and ten per cent upon the amount
 due, or such different sum as may be provided for by said notes, which shall be due upon the
 filing of the petition in foreclosure and which is secured hereby, together with expense of ex-
 amination of title in preparation for foreclosure. Any expense incurred in litigation or other-
 wise, including attorney fees and abstract of title to said premises, incurred by reason of
 this mortgage or to protect its liens, shall be repaid by the mortgagor to the mortgagee or
 assigns, with interest thereon at ten per cent per annum, and this mortgage shall stand as
 security therefor.

AND IT IS FURTHER AGREED that upon a breach of the warranty herein or upon a failure
 to pay when due any sum, interest or principal, secured hereby, or any tax or assessment here-
 in mentioned, or to comply with any requirements herein or upon any waste upon said premises,
 or any removal or destruction of any building or other improvements thereon, without the consent
 of the said second party, the whole sum secured hereby shall at once and without notice become
 due and payable at the option of the holder thereof and shall bear interest thereafter at the