

434

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By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

221117 C. J.

TREASURER

I hereby certify that I received \$3.12 and issued Receipt No. 7625 therefor in payment of mortgage tax on the within mortgage.

Dated this 7 day of Feb, 1923

WAYNE L. DICKEY, County Treasurer

G. J.  
Deputy

REAL ESTATE MORTGAGE

COMPARED

KNOW ALL MEN BY THESE PRESENTS: That Dorothy T. Oliphant and Stephen D. Oliphant, her husband, of Tulsa, Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Fred. W. Insull, party of the second part, the following real

estate and premises situated in Tulsa County, State of Oklahoma, to wit:

Lot Twelve (12) in Block Three (3) in Grandview Place Addition to the City of Tulsa, according to the recorded plat thereof.

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 Five Thousand Two Hundred Fifty and no/100 (5,250.00) Dollars, with interest thereon at the rate of eight (8) per cent. per annum payable monthly from date hereof according to the terms of 36 certain promissory notes described as follows, to wit:

Thirty-five (35) notes of Sixty dollars (\$60.00) each, the first payable on or before February 15, 1923, and the others payable on or before the 15th of each month thereafter consecutively until all have been paid, interest on the entire unpaid balance to be paid each month at the annual rate of eight (8) per cent.

One (1) note for Three Thousand One Hundred Fifty (3,150.00) dollars, payable on or before January 15, 1926 with interest at eight (8) per cent. per annum payable monthly.

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 mortgage, and as often as any proceeding shall be taken to foreclose same as herein provided, the mortgagor will pay to the said mortgagee Three Hundred (300.00) 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 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 second party, his 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 de-