

COMPARED

221205 C. J.

REAL ESTATE MORTGAGE

I hereby certify that I have received of
 Record No. 7640 therefor in payment of
 tax on the within mortgage.

Entered this 7 day of Feb, 1923

WAYNE L. DICKEY, County Treasurer

A. J.
 Deputy

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 mortgaged 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:

North Forty (40) Feet of Lot Seventeen (17), Block Two (2), Powder and
 Pomeroy second 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 February 2nd, 1923, 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 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 TWO HUNDRED FIFTY ## Dollars as attorney's or soli-
 citor's fees therefor, in addition to all other statutory fees; said fee to be due and payable
 upon the filing of the petition or 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 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 possess-
 ion 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 appraisal laws.

IN WITNESS WHEREOF, said parties of the first part have hereunto set their hands