

442

224772 C. J.

I hereby certify that I received \$100.00 from the
 Receipt No. 2772 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 4 day of April 1928

WAYNE L. DICKEY, County Treasurer

Deputy

REAL ESTATE MORTGAGE

COMPARED

KNOW ALL MEN BY THESE PRESENTS: that Iava J.
 Brown and H. H. Brown, her husband, 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:

East Seventy (70) feet of Lot Ten (10) Block One (1), Ramona 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 THREE HUNDRED FIFTY ##
 DOLLARS, with interest thereon at the rate of ten per cent. per annum payable annually
 from date according to the terms of fourteen (14) certain promissory notes described as
 follows, to-wit:

Fourteen notes of \$25.00 each, all dated March 15, 1923, one due on
 April 16, 1923, and one due on the 16th day of each month thereafter until
 all are paid.

Said first parties agree to insure the buildings on said premises for their reason-
 able 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 pro-
 vided, 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 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 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 attor-
 ney'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