

225002

8372
 21 March 1923
 WAYNE L. DICKEY, County Treasurer
 Deputy

REAL ESTATE MORTGAGE COMPARED

KNOW ALL MEN BY THESE PRESENTS: That John W. Smith and Rosa M. Smith, his wife, of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Charles F. Middlecoff, party of the second part, the following

described premises, situated in Tulsa County, state of Oklahoma to-wit: Lot Four (4) in Ozarka Place Addition to the City of Tulsa, 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 Six Hundred Thirty and no/100 dollars, with interest thereon at the rate of 8 per cent per annum, payable each month from date, according to the terms and at the time and in the manner provided by Thirty-two certain promissory notes dated Jan. 10, 1923, given and signed by the maker's hereof, and payable to the order of the mortgagee herein at Tulsa, Okla, the last of said notes being due September 10, 1925, and being for the sum of \$30.21.

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 provided 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 be kept in good repair and~~ shall not be destroyed or removed 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 \$----- 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 transferred, 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 hereof 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 examination of title in preparation for foreclosure. Any expense incurred in litigation or otherwise, 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 or assessment herein 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 rate of ten per cent per annum, and the said party