

228671 C. J.

## REAL ESTATE MORTGAGE

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$240 and issued  
Receipt No. 2204 therefor in payment of mortgage  
tax on the within mortgage.

Dated this 26 day of April, 1923

WAYNE L. DICKLEY, County Treasurer

Deputy

KNOW ALL MEN BY THESE PRESENTS: That Harry H. Smith  
and Flora C. Smith, his wife, 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:

Lot Nine (9), Block One (1), Weaver 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 FOUR THOUSAND DOLLARS,  
with interest thereon at the rate of eight per cent. per annum payable semi-annually from  
date according to the terms of eight (8) certain promissory notes described as follows, to-  
wit:

Three notes of \$1000.00 each; one note of \$500.00; one note of \$200.00;  
and three notes of \$100.00 each, all dated April 23rd, 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 <sup>agree</sup> 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 four hundred dollars as attorney's or solicitor's  
fees therefor, in addition to all other statutory fees; and 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 attorney'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 and also the benefit of stay, valuation or appraisement laws.