

450

230804 C.J.

I hereby certify that I received \$1.50 and have
Received No. 9545 the sum in payment of mortgage
tax on the [unclear]
Dated this 17 day of May 1923

WAYNE L. DICKEY, County Treasurer
[Signature]
Deputy

STATE OF OKLAHOMA ,)
COUNTY OF TULSA)

THIS INDENTURE Made the 17th day of May A. D. 1923
between Pearl Moga and C. S. Moga (wife and husband
of Tulsa of the County and state aforessid, as part-
ies of the first part, and THE GEORGIA STATE SAVINGS
ASSOCIATION OF SAVANNAH, a corporation duly chartered

under the laws of the State of Georgia, and having its principal office and place of busi-
ness in the City of Savannah, Chatham County, Georgia, as party of the second part.

WITNESSETH, That the said parties of the first part have mortgaged and hereby mort-
gage to the said second party, its successors and assigns, the following described real
estate and premises, situate in the County of Tulsa, State of Oklahoma, to-wit:

Lot number Twenty-one (21) Block Eleven (11) West Tulsa Addition
to Tulsa, Tulsa County, Oklahoma;

with all the improvements thereon and appurtenances thereunto belonging, and warrant the
title to the same.

This mortgage is given to secure a loan of Fifteen Hundred (\$1500.00) Dollars this
day made by said party of the second part to said parties of the first part, evidenced by
the note and contract or obligation of said Pearl Moga and C. S. Moga of even date herewith,
conditioned to pay said Association on or before the last business day of each and every
month until seventy-two (72) monthly payments have fallen due and been paid, the sum of
Twenty-seven and 06/100 (\$27.06) Dollars (which is made up of the sum of Twenty and 82/100
(\$20.82) Dollars as installments of principal, and Six and 24/100 (\$6.24) Dollars as install-
ments of interest upon said loan), and to secured all other covenants and conditions in said
note and contract set forth, reference to the same being hereby expressly made.

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 said parties of the first part
will pay the said installments of principal and interest when the same fall due and at the
place and in the manner provided in said note and contract, and will pay all taxes and assess-
ments against said land and premises 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 not be destroyed or removed without consent of said
second party, and shall be kept insured for the benefit of said second party , or assigns,
against loss by fire or storms in the sums respectively set out in said note and contract,
in form and companies satisfactory to second party, with loss under said policies payable
to said second party, and that all policies and renewals of same shall be delivered to said
second party. If the title to 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 said second party may pay any taxes and
assessments levied against said premises or any part thereof, or any other sum necessary to
preserve the priority of the lien of this mortgage and to protect the rights of such party
or its assigns, including insurance upon buildings, and recover the same from the first party
with ten per cent. interest, and that any such payment shall be secured hereby the same as
if specifically described herein; and that in case of a foreclosure hereof, and as often
as any foreclosure hereof may be filed, the holder hereof may recover from the first party
an attorney's fee equal to ten per cent, of the total amount for which such forecl osure is
filed or had, which shall be due upon the filing of the petition in foreclosure, and which is
secured hereby, and which the first party promises and agrees to pay, together with all costs
including expenses of examination of title in preparation for foreclosure.