

231890 C.J.

450

and issued
 9787 thereof in payment of mortgage
 tax on the said mortgage

Dated the 29 day of May 1923
 WAYNE L. DICKY, County Treasurer

Deputy

STATE OF OKLAHOMA; }
 COUNTY OF TULSA }

COMPARED

THIS INDENTURE Made the 29th day of May A. D. 1923
 between L. B. Lamar and Grace A. Lamar his wife of
 Tulsa of the County and State aforesaid, as party
 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 business in the City of Savannah, Chatham County
 Georgia, as party of the second part.

WITNESSETH, That the said party of the first part has 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 One (1) Block Twenty (20) in Lynch & Forsythe Addition to the
 City of 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 One Thousand (\$1000.00) Dollars this
 day made by said party of the second part to said party of the first part, evidenced by the
 note and contract or obligation of said L. B. Lamar of even date herewith, conditioned to
 pay said Association on or before the last business day of each and every month until sixty
 (60) monthly payments have fallen due and been paid, the sum of Twenty and 82/100, (\$20.82)
 Dollars (which is made up of the sum of Sixteen and 66/100 (\$16.66) Dollars as installments
 of principal, and Four and 16/100 (\$4.16) Dollars as installments of interest upon said
 loan), and to secure 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 party 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 authori-
 zed 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 foreclosure
 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