

233771 C. J.

REAL ESTATE MORTGAGE

COMPARED

THIS MORTGAGE WAS PREPARED BY
 I hereby certify that the within and last
 Received by 10213 at the time of payment of mortgage
 was on the within and last
 Dated June 22, 1923
 WALTER L. BERRY, County Treasurer

KNOW ALL MEN BY THESE PRESENTS: That Hortense M. Barnes
 and Frank Barnes, her husband, of Tulsa County, Oklahoma
 parties of the first part, have mortgaged and hereby mort-
 gage 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 Seven (7) in Block Five (5) in Oak Grove 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 FIVE THOUSAND # DOLLARS with
 interest thereon at the rate of ten per cent. per annum payable monthly from maturity accord-
 ing to the terms of one certain promissory note described as follows, to-wit:

One note of \$5000.00 dated June 20th, 1923 and due in six months

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 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 mort-
 gage, and as often as any proceeding shall be taken to foreclose same as herein provided,
 the mortgagor will pay to the said mortgagee Five Hundred 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 part its
 heirs or assigns said sum of money in the above described note mentioned, together with the
 interest thereon according to the terms and tenor of said note and shall make and maintain
 such insurance and pay such taxes and assessments then these presents shall be wholly discharg-
 ed and void, otherwise shall remain in full force and effect. If said insurance is not effect-
 ed 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 note and this mortgage may
 elect to declare the whole sum or sums and interest thereon due and payable at once and pro-
 ceed 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 appraisal laws.

IN WITNESS WHEREOF, said parties of the first part have hereunto set their hands this
 20th day of June 1923.

Hortense M. Barnes
 Frank Barnes