

234276 - BH

COMPARED

## REAL ESTATE MORTGAGE.

Know all men by these presents: That S. M. Bell, of Tulsa County, Oklahoma, party of the first part, has mortgaged and hereby mortgage to Southwestern Mortgage Company, party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot ten (10) in Block two (2) in Bell-McNeal addition to Tulsa  
by him  
This property is not the homestead of the mortgagor and has never been occupied/as such, 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 one thousand dollars, with interest thereon at the rate of ten per cent per annum payable monthly from maturity according to the terms of one certain promissory note, described as follows to-wit: One note of \$1000.00 dated June 25th, 1923 and due in one month.

Said first party agrees 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 party agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first party further expressly agrees 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, one hundred dollars as attorney's or solicitor's fees therefor, on 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 judgement or decree rendered in action as aforesaid, <sup>and collected</sup> and the lien thereof enforced in the same manner as the principal debt hereby secured.

Now, if the said first party shall pay or cause to be paid to said second party 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 discharged and void, otherwise shall remain in full force and effect. If said insurance/ <sup>is not effected and maintained, or if any and all taxes and assessments which are due</sup> 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 of 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 party waive notice of election to declare the whole debt due as above and also the benefit of stay, valuation or appraisement laws.

In witness whereof, said party of the first part has hereunto set its hand this 25th day of June, 1923.

S. M. Bell,

State of Oklahoma )  
County of Tulsa ) SS

Before me, a Notary Public in and for the above named County and State, on this 25th day of June, 1923, personally appeared S. M. Bell to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that

Thereby certify that this instrument was duly executed and acknowledged before me on this 25th day of June, 1923, at Tulsa, Oklahoma, and I am a Notary Public in and for the County of Tulsa, State of Oklahoma.  
204  
16221  
27 June 1923  
WAYNE L. LLOYD, County Treasurer

Be held and secured lawfully against said premises