

235954 - BH COMPARED

TREASURER'S ENDORSEMENT
 I hereby certify that I received \$112.00 and issued
 Receipt No. 124-6-2 therefor in payment of mortgage
 tax on the within mortgage.
 Dated this 7 day of July 1923
 W. W. Tucker, County Treasurer
 P. B. Deputy

MORTGAGE OF REAL ESTATE.

This indenture, made this fifth day of July, A.D. 1923, between Elizabeth Jeanette Coe and M. C. Coe, her husband, of Tulsa County, in the State of Oklahoma, parties of the first part, and Mager-Swan Mortgage Company, a corporation of Oklahoma County in the State of Oklahoma, party of the second part;

Witnesseth, that said parties of the first part in consideration of the sum of Five Hundred and no/100 dollars, the receipt of which is hereby acknowledged, do by these presents, grant, bargain sell and convey unto said party of the second part, its heirs and assigns all the following described real estate situate in Tulsa County, and State of Oklahoma, to-wit:

All of lot six (6) in Bayne addition to the City
 of Tulsa, Oklahoma, according to the official plat of record.

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever

This mortgage is intended as a mortgage to secure the payment of two promissory notes of even date herewith, one for two hundred fifty and no/100, due January 5, 1924, one for two hundred fifty and no/100 due July 5, 1924, made to Mager-Swan Mortgage Company, a corporation, or order payable at its office in Oklahoma City, Oklahoma, with eight per cent interest per annum from date, payable semi-annually, and signed by first parties.

Said first parties hereby covenant that they are the owners in fee simple of said premises, and that they are free and clear of all incumbrances, except a first mortgage for \$5500.00 in favor of the United States Mortgage & Trust Company of New York.

That they have good right and authority to convey and encumber the same, and they warrant and will defend the same against the lawful claims of all persons whatsoever. Said first parties agree to insure the buildings on said premises in the sum of \$500.00 for the benefit of the mortgage and maintain such insurance during the existence of this mortgage, and 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 proceedings shall be taken to foreclose the same as herein provided, the mortgagor will pay to the said plaintiff ten per cent as attorney'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 thereof shall be recovered in said foreclosure suit and included in any judgment or decree rendered in any 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 interest thereon according to the terms and tenor of notes and shall make and maintain such insurance and pay such taxes and assessments, then these presents shall be wholly discharged and void, other wise remain in full force and effect. If such insurance is not effected and maintained, or if any and all taxes are not paid before delinquent, 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 sum or sums of money or any part thereof is not paid when due or if such insurance is not effected and maintained, or any