

## COMPARED

234564-ACM

## REAL ESTATE MORTGAGE

I hereby certify that I received \$ 40.00 and issued  
 Receipt No. 329 therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 24 day of June 1923.  
 WAYNE L. DICKEY, County Treasurer

P. S. B.

Deputy

THIS INDENTURE, Made this 27th day of June, A.D., 1923  
 between John Moskowitz and Lena Moskowitz, his wife of Tulsa,  
 County, in the State of Oklahoma, parties of the first part,  
 and Ben Moskowitz of Tulsa, Oklahoma, party of the second part;

WITNESSETH, That said parties of the first part, in consideration of the sum of TWO  
 THOUSAND & NO/100<sup>(2000.00)</sup> DOLLARS the receipt of which is hereby acknowledged, do---by these pre-  
 sents grant, bargain, sell and convey unto said party of the second part his heirs and as-  
 signs, all the following described real estate, situated in Tulsa County, and State of Okla-  
 homa, to-wit:

The North Fifty-Two (52) feet of Lot Four (4), Block Five (5)  
 in North Tulsa Addition to the City of Tulsa, Tulsa County,  
 Oklahoma, according to the recorded plat thereof;

To have and to hold the same, together with all and singular the tenements, heredita-  
 ments and appurtenances thereunto belonging, or in any wise appertaining forever.

This conveyance is intended as a mortgage to secure the payment of one (1) promissory  
 note of even date herewith. One for \$2000.00 due June 27th, 1924 made to Ben Moskowitz or  
 order, payable at Tulsa, Oklahoma, with Eight (8) per cent interest per annum, payable  
 semi-annually and signed by the said John Moskowitz and Lena Moskowitz, his wife.

Said first parties hereby covenant that they are owners in fee simple of said premises  
 and that they are free and clear of all incumbrances.

That they have good right and authority to convey and encumber the same, and they will  
 warrant and defend the same against the lawful claims of all persons whomsoever. Said first  
 parties agree to insure the buildings on said premises in the sum of \$2000.00 for the bene-  
 fit 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 be-  
 fore delinquent.

Said first parties further expressly agree that in case of foreclosure of this mortgage  
 and as often as any proceeding shall be taken to foreclose same as herein provided, the mor-  
 tgagee will pay to the said mortgagee Two Hundred (\$200.00) and 10% attorney's & 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 judgement or decree rendered in action as afore-  
 said, 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, his  
 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 main-  
 tain 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 is  
 not effected 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 mortgage 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