

I hereby certify that I received \$ 600.00 and issue  
Receipt No. 10375 therefor in payment of mortgage  
tax on the within mortgage.  
Dated this 30 day of June 1923  
WAYNE L. DICKLY, County Treasurer

535

KNOW ALL MEN BY THESE PRESENTS: That Harry Birkes and Emma Birkes, his wife of Tulsa, County, Oklahoma parties of the first part, have mortgaged and hereby mortgage, 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 Nine (9) Block Twelve (12) Crosbie Heights 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 ONE THOUSAND ## DOLLARS, with interest thereon at the rate of ten per cent. per annum, payable semi-annually from date according to the terms of five certain promissory notes described as follows, to-wit:

One note of \$500.00, one of \$200.00 and three of \$100.00, all dated June 28th, 1923, and all due in three years.

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 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 pro 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 sums of money in the above described notes mentioned together with the interest thereon according to the terms and tenor of said notes 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 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 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 notes and this mortgage may elect to declare the whole sum or 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 parties waive notice of election to declare the whole debt due as above and also the benefit of stay, valuation or appraisal law.

IN WITNESS WHEREOF, said parties of the first part have hereunto set their hands this 28th day of June 1923.

Harry Birkes

Emma Birkes

STATE OF OKLAHOMA  
County of T SS.