

235558 C.J. COMPARED

MEASURE ENFORCEMENT

I hereby certify that I have received \$20. and issued
 Receipt No. 10610 for the payment of mortgage
 tax on the within instrument.

Dated this 13th day of July 1933

Wm. Stucky, County Treasurer

R. L. B.

Deputy

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That Lula E.
 Warner, a single woman, of Tulsa County,
 Oklahoma, party of the first part, has 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 Three (3) Block Seven (7), Factory 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 annually from maturity
 according to the terms of one certain promissory note described as follows, to-wit:

One note of \$1000.00 dated 11, 1923, and due in one month.

Said first party agrees to insure the buildings on said premises for their rea-
 sonable value for the benefit of the mortgagee and maintain such insurance during the ex-
 istence of this mortgage. Said first party agrees to pay all taxes and assessments law-
 fully assessed on said premises before delinquent.

Said first party further expressly agreed 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, 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 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 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 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 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 waives notice of election to declare the whole debt due as
 above and also the benefit of stay, valuation or appraisal laws.