

COMPARED

North seventy (70) feet of lot thirteen (13) Block  
one (1) East Highlands 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 six hundred 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 \$600.00 dated August 27, 1923, and due in two months.

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 assess-  
ments lawfully assessed on said premises before delinquent.

Said first parties 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 sixty dollars as attorney's or solicitor's  
fees, therefor, in addition to all other statutory fees; said fees 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 be included in any judgement 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 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 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 parties waive notice of election to declare the whole debt due as above  
and also the benefit of stay, valuation or appraisal laws.

In witness whereof, said parties of the first part have hereunto set their hands this  
27th day of August, 1923.

Rollie L. Warner,  
Wessie A. Warner.

State of Oklahoma }  
County of Tulsa } SS Before me, a Notary Public, in and for the above named County  
and State, on this 27th day of August, 1923, personally appeared Rollie L. Warner and  
Wessie A. Warner, his wife, to me personally known to be the identical persons who  
executed the within and foregoing instrument and acknowledged to me that they executed  
the same as their free and voluntary act and deed for the uses and purposes therein  
set forth.