

474

which are or may be assessed and levied against said premises or any part thereof, are not paid when same are by law made due and payable, the whole of said sum or sums, and interest thereon, shall then become due and payable and said parties of the second part shall be entitled to possession of said premises. And said party of the first part for said consideration do hereby expressly waive an appraisal of said real estate and all benefits of the homestead exemption and stay laws of the State of Oklahoma,

W. C. Blevins,
Pearl E. Blevins.

In witness whereof, the said parties of the first part have hereunto set their hands the day and year first above written.

State of Oklahoma)

Tulsa County) SS Before me, the undersigned, in and for said County and State on this 8th day of November, 1923, personally appeared Clarence Blevins and Pearl E. Blevins, his wife, to me 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 use and purposes thereinset forth.

(SEAL) B. French, Notary Public.

My commission expires 10/6/26.

Filed for record in Tulsa County, Okla. on Nov. 8, 1923, at 3:10 P.M. recorded in book 474, page 330, Brady Brown, Deputy,

(SEAL) O.G. Weaver, County Clerk.

244120 - BH

COMPARED

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.

TREASURER'S ENDORSEMENT
I hereby certify that I received \$14 and issued
Special 12362 in payment of mortgage
tax on the within mortgage.
Dated this 9 day of Nov. 1923
W. W. Weaver, County Treasurer
Deputy

This mortgage is given to secure the principal sum of seven hundred fifty dollars, with interest thereon at the rate of ten per cent per annum payable monthly from maturity, according to the terms of one certain promissory note described as follows, to-wit: One note of \$750.00 dated November 8th, 1923, and due in one month.

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 party further expressly agrees that in case of foreclosure, and as often as any proceeding shall be taken to foreclose same as herein provided, the mortgagor will pay to the said mortgagee seventy five 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.