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and K. A. Hardman, personally known to me to me the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the free act and deed for the uses and purposes therein set forth.

In testimony whereof I have hereunto set my hand and affixed my seal this day and year above written.

My commission expires May 11, 1925.

(SEAL) W. F. Hastings, Notary Public.

Filed for record in Tulsa County, Okla. on Nov. 20, 1923, at 11:00 A. M. recorded in book 474, page 428, Brady Brown, Deputy.

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

244896 - BH

REAL STATE MORTGAGE.

COMPARED

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,

TREASURER'S ENDORSEMENT  
I hereby certify that I received \$106 and is Receipt No. 2529 therefor in payment of mort tax on the within mortgage.  
Dated this 21 day of Feb 1923  
W. W. S. County Treasurer  
S. B. Deputy

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 Three Hundred ten and 50/100 dollars, with interest thereon at the rate of 10 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 \$310.50 dated November 20th, 1923, and due in one month.

Said first party agrees 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 party agrees to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first party further expressly agrees that in case of foreclosure of this mortgage, and as often as any proceedings shall be taken to foreclosure same as herein provided, the mortgagor will pay to the said mortgagee thirty one 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 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 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 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