

-174 Said party further expressly agrees that in case of foreclosure of this mortgage, and as often as any proceedings shall be taken to foreclose same as herein provided, the mortgage will pay to the said mortgagee One Hundred ~~##~~ Dollars as attorney's or solicitor's fees therefor, in addition to all 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 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 in 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 effect 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.

In Witness Whereof, said party of the first part has hereunto set his hand this 24th, day of July 1923,

S. M. Bell.

STATE OF OKLAHOMA

COUNTY OF TULSA

ss

Before me, a Notary Public, in and for the above named County and State, on this 24th, day of July 1923, personally appeared S. M. Bell and to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me, that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth,

Witness my signature and official seal, the day and year last above written,
My Commission expires March 31, 1926, (seal) Iva Latta, Notary Public,
Filed for Record in Tulsa, Tulsa County, Oklahoma, July 27, 1923, at 2:00 O'Clock P. M. and
Recorded in Book 474, Page 56,

By Brady Brown Deputy, (seal) O. G. Weaver County Clerk,

#236724 EC

COMPARED

REAL-ESTATE MORTGAGE;

KNOW ALL MEN BY THESE PRESENTS; That James D. Walker and Marie N. Walker 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;

Lots Thirteen & Fourteen (13&14), Block Six (6), North Side
Addition to the City of Tulsa.

with all improvements thereon and appurtenances thereto belonging, and warrant the title to the same;