

This mortgage is given to secure the principal sum of, One Hundred Forty ~~##~~ 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 \$140.00 dated July 26, 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 part agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first parties further 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 Fifty ~~##~~ 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 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 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 sum 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 of 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 26th, day of July 1923,

STATE OF OKLAHOMA;

County of Tulsa.

ss

Before me, a Notary Public in and for the above named County and State, on this 26th, day of July, 1923, personally appeared James D. Walker and Marie N. Walker, his wife to me known to be the identical person 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,

Witness my signature and official seal, the day and year last above written.

My Commission expires March 31 1925 (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 57,
By Brady Brown Deputy,

(seal

O. G. Weaver, County Clerk

TREASURER'S ENDORSEMENT

James D. Walker I hereby certify that I received \$140.00 and issued
Receipt No. 22634 therefor in payment of mortgage
Marie N. Walker, tax on the within mortgage.

Dated this 26 day of July 1923

W. W. Stuckey - County Treasurer

P. B. 13.

Deputy