

475

Company a Corporation, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed personally and as such officers and the free act and deed of said corporation.

In Testimony Whereof, I have hersunto set my hand and official seal at Cleveland, Ohio, this 28 day of September, 1923.

My commission expires March 5th 1926 (SEAL) S. P. Mark, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Oct 13, 1923 at 8:00 o'clock A. M. in Book 475, page 458

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

242064 C. J.

REAL ESTATE MORTGAGE

COMPARED

KNOW ALL MEN BY THESE PRESENTS: That S. M. Bell, 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 Eighteen (18), Block One (1), Bell-McNeal Addition to the City of Tulsa.

The above described property is not the homestead of mortgagor and has never been occupied by him as such.

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 FIVE HUNDRED ## DOLLARS, with interest thereon at the rate of ten per cent. per annum payable annually from date according to the terms of one certain promissory note described as follows, to-wit:

One note of \$500.00 dated October 10, 1923, and due in six months

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 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} and 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 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 money or any part thereof is not