

11966

Dated the 15 day of October, 1923

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 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 10th day of October, 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 10th day of October, 1923, personally appeared S. M. Bell to me personally 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 County, Tulsa Oklahoma, Oct 13, 1923 at 10:30 o'clock A. M. in Book 475, page 459

By Brady Brown, Deputy

(SEAL)

O. G. weaver, County Clerk

- C -
242085 C.J.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$20 and issued Receipt No. 11966 therefor in payment of mortgage tax on the within mortgage.

Dated this 13 day of Oct. 1923

W. W. Sackey, County Treasurer

REAL ESTATE MORTGAGE

COMPARED

KNOW ALL MEN BY THESE PRESENTS: That S. M. Bell 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:

Lot Eighteen (18), Block Two (2), 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 ONE THOUSAND ## 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 \$1000.00 dated October 10, 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 proceeding shall be taken to foreclose same as herein provided, the mortgagor will pay to the said mortgagee ONE HUNDRED ## 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