

242087 C.J.

REAL ESTATE MORTGAGE COMPARED

475

TREASURER'S ENDORSEMENT

I hereby certify that I received \$20.00 and issued
Receipt No. 11965 for payment of mortgage
tax on the within mortgage.

Dated this 13 day of Oct. 1923

W. W. Stacey, County Treasurer

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, Boff, 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 Four (4), city View Hill 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 10 per cent. per annum payable annually from maturity accord-
ing to the terms of one certain promissory note described as follows, to-wit:

One note of \$1000.00 dated Oct. 12, 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
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 first party shall pay or cause to be paid to said second party, its
heirs or assigns said sum of money to 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 discharg-
ed and void, otherwise shall remain in full force and effect. If said insurance is not effec-
ted 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 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 pro-
ceed 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 12th
day of October, 1923.

S. M. Bell