

242314, G. J.

475

TREASURER'S ENDORSEMENT

I have received \$20 and issued
 Receipt 12089 for payment of mortgage
 dated 18 Oct. 1923
 W. W. Stucky, County Treasurer

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 mortgaged to Southwestern Mort-
 gage Company, Roff, Okla., party of the second part,
 the following described real estate and premises sit-

uated in Tulsa County, State of Oklahoma, to-wit:

South One Hundred Forty Feet of the North Three Hundred Thirty feet of Lots
 One & Two (1 & 2), Prospect Place, an Addition to 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 accord-
 ing to the terms of one certain promissory note described as follows, to-wit:

One note of \$1000.00 dated October 15th, 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 mort-
 gage, 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 solici-
 tor'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 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 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 15th
 day of October, 1923.

S. M. Bell