

242625 C.J.

REAL ESTATE MORTGAGE COMPARE

475

TREASURER'S ENDORSEMENT

I hereby certify that I received \$198 and issued
 Receipt No. 2077 for payment of mortgage
 tax on the within mortgage.

Dated this 19 day of Oct. 1923

W. W. Stackey, County Treasurer

Deputy

THIS INDENTURE, Made this 18th day of October A.D. 1923,
 by and between Harry L. S. Halley and Fredrica P. Halley,
 husband and wife of Tulsa County, State of Oklahoma, of
 the first part, and H. E. Hanna of the second part,

WITNESSETH; That the said parties of the first part, in consideration of the sum of
 Thirty-three Hundred and no/100 DOLLARS, to them in hand paid, the receipt of which is hereby
 acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell
 and convey unto said party of the second part his heirs and assigns, forever, all the following
 described real estate, situated in the County of Tulsa State of Oklahoma, to-wit: Lot Twelve
 (12) in Block Five (5) of Maywood Addition to the city of Tulsa, according to the recorded
 plat thereof, with the appurtenances and all the estate, title and interest of the said parties
 of the first part herein. And the said parties of the first part do hereby covenant and agree
 that at the delivery hereof they are the lawful owners of the premises above granted, and
 seized of a good and indefeasible estate of inheritance therein, free and clear of all incum-
 brances except one first mortgage to Relia Kohn in the principal sum of Three Thousand
 dollars of even date herewith

This grant is intended as a mortgage to secure the payment of the sum of Three Thou-
 sand Three Hundred and no/100 (3300.00) DOLLARS, according to the terms of one certain
 promissory note, this day executed and delivered by the said parties of the first part to
 the said party of the second part, described as follows, to-wit:

One note for \$3300.00 payable in monthly installment of \$80.00 each,
 with interest at the rate of eight per cent per annum payable monthly
 as more particularly appears from said note

Said parties of the first part shall, while any part of said principal or interest
 remains unpaid, pay all taxes and assessments on said mortgaged property when they become due,
 and shall keep the buildings on said premises insured to the satisfaction of the holder here-
 of in the sum of \$3300.00 and the policy, in case of loss, payable to the said holder as his
 interest may appear, whether the debt be due or not, and shall pay all interest as soon as
 it becomes due, and in case of failure to comply with any of these provisions, at the option
 of the holder hereof, such tax or assessment may be paid and such insurance effected by the
 holder hereof, and the amounts so paid shall be a lien on the premises aforesaid and be se-
 cured by this mortgage and be collected in the same manner as the principal debt hereby se-
 cured. If said principal debt shall not be paid when due, or if at any time there remains un-
 paid any interest, insurance premiums, taxes or assessments, after the same become due, or
 should said mortgagors commit waste on said described premises, then the said note and all
 sums by this mortgage secured shall immediately become due and payable without notice, and the
 holder hereof may at once cause this mortgage to be foreclosed and shall be entitled to re-
 cover attorney's fees in the sum of ten per cent of the amount hereby secured, in no event
 being less than fifty Dollars, the sum to be adjudged a lien upon said lands and secured by
 this mortgage; and shall be entitled upon the breach of any of the conditions herein to the
 immediate possession of said premises and to the rents and profits thereof, and, the said
 mortgagors hereby covenant and agree to give the peaceable possession thereof as aforesaid and
 in case the mortgagee or the holder of this mortgage shall institute proceedings in court to
 foreclose this mortgage the parties hereto agree that a receiver may be appointed by the
 court to preserve the same and collect the rentals and profits therefrom without regard to the
 question of value. All moneys paid on taxes, assessments and insurance as above provided
 shall draw interest at ten per cent per annum from the date of payment thereof by the mort-