

242769 C.J.

## TREASURY ENDORSEMENT

I hereby certify that the within \$150 and issued  
 Receipt No. 12118 for payment of mortgage  
 tax on the within mortgage.

Dated this 12 day of Oct, 1923  
 W. W. Stacker, County Treasurer

ing described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Fifteen (15), Block Nine (9), Cherokee Heights Addition to the  
 City of Tulsa,

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

One note of \$1000.00; two notes of \$500.00 each; one note of \$200.00; and  
 three notes of \$100.00 each, all dated October 19th, 1923, and all due in  
 three years.

Said first parties agree to insure the buildings on said premises for their rea-  
 sonable value for the benefit of the mortgagee and maintain such insurance during the exis-  
 tence of this mortgage. Said first parties agree to pay all taxes and assessments lawfully  
 assessed on said premises before delinquent.

Said first parties further expressly agree 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 TWO HUNDRED FIFTY ## Dollars as attorney's or soli-  
 citor's fees therefor, in addition to all other statutory fees; 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 afore-  
 said, and collected, and the lien thereof enforced in the same manner as the principal debt  
 hereby secured.

Now if the said first parties shall pay or cause to be paid to said second party,  
 its heirs or assigns said sums of money in the above described notes mentioned, together  
 with the interest thereon according to the terms and tenor of said notes 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 delin-  
 quent, 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 notes and this mort-  
 gage 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 parties waive notice of election to declare the whole debt due as  
 above and also the benefit of stay, valuation or appraisement laws.

IN WITNESS WHEREOF, said parties of the first part have hereunto set their hands

## REAL ESTATE MORTGAGE COMPARED

KNOW ALL MEN BY THESE PRESENTS: That L. H. Agard  
 and W. G. Agard, her husband, 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 follow-