

240966 TRANSFER ENDORSEMENT

REAL ESTATE MORTGAGE.

COMPARED

I hereby certify that I received \$ 200.00 and issued
 Receipt No. 11698 thereon in payment of mortgage
 tax on the within mortgage.

Dated this 27 day of Sept 1923
 W. W. Stanley, County Treasurer

THIS INDENTURE, Made this 27th day of September A.D.
 1923, by and between A. G. Beamer and Elizabeth L.
 Beamer, his wife of Tulsa County, State of Oklahoma,
 of the first part, and Hazel D. Rice and C. E. Rice of the second part,

WITNESSETH: That the said parties of the first part, in consideration of the sum of Fifteen Hundred three and 52/100 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 parties of the second part their heirs and assigns, forever, all the following described real estate, situated in the County of Tulsa, State of Oklahoma, to-wit:

The East one-half of Lot Nineteen (19) Block Eight (8) of Acre Gardens Addition
 to the city of Tulsa, Oklahoma, 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 deliver hereof they were the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances Except a first mortgage in the sum of \$1200.00.

This grant is intended as a mortgage to secure the payment of the sum of Fifteen Hundred three & 52/100 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 parties of the second part, described as follows, to-wit:

One note of even date for the sum of \$1503.52, payable at the rate of \$35.00 per month, commencing the 10th day of October, 1923, and a like sum on the 10th day of each month thereafter until all is paid. Out of such sum shall first be credited the monthly interest at the rate of 8% per annum on the entire deferred sum due and the balance of such payments shall be credited upon the principal.

The mortgagors agree that in case default is made in the payment of any interest on first mortgage or any principal of said first mortgage, or in case suit is brought to foreclose first mortgage, become due and payable, and as such they have the right to foreclose same whether due or not due.

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 hereof in the sum of \$1500.00 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 secured by this mortgage and be collected in the same manner as the principal debt hereby secured. If said principal debt shall not be paid when due, or if at any time there remains unpaid 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 recover 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