

242814 TREASURER'S ENDORSEMENT REAL ESTATE MORTGAGE.

COMPARED

I hereby certify that I received \$1,70 and issued
Receipt No. 12156 for payment of mortgage
tax on the within mortgage.

Dated this 24 Oct. 1923,
W. W. Smith, County Treasurer

KNOW ALL MEN BY THESE PRESENTS: That F. E. Smith
and Mattie Smith, husband and wife of Tulsa County,
Oklahoma, parties of the first part, have mortgaged

and hereby mortgage to J. R. Caudle, of Collinsville, Okla. party of the second part, the
following described premises, situated in Tulsa County, State of Oklahoma, to-wit:

All of Lot Three (3) Block Eleven (11) in Middleton and Taylors Addition
to Collinsville, Okla. according to the recorded plat thereof.

with all improvements thereon and appurtenances thereunto belonging, and warrant the title
to the same.

This mortgage is given to secure the payment of the principal sum of Seventeen-Hundred-
Fifty Dollars, with interest thereon at the rate of 8 per cent per annum, payable semi-
annually from date, according to the terms and at the time and in the manner provided by
Four certain promissory notes of even date herewith, given and signed by the maker hereof,
and payable to the order of the mortgagee herein at his office in Collinsville, Okla.

IT IS EXPRESSLY AGREED AND UNDERSTOOD by and between the said parties hereto, that
this Mortgage is a first lien upon said premises; that the party of the first part will pay
said principal and interest at times when the same fall due and at the place and in the
manner provided in said notes and will pay all taxes and assessments against said land when
the same are due each year, and will not commit or permit any waste upon said premises; that
the buildings and other improvements thereon shall be kept in good repair and shall not be
destroyed or removed without the consent of the second party, and shall be kept insured for
the benefit of the second party or its assigns, against loss by fire or lightning for not
less than \$2,000.00 in form and companies satisfactory to said second party, and that all
policies and renewal receipts shall be delivered to said second party. If the title to the
said premises be transferred, said second party is authorized, as agent of the first party,
to assigns the insurance to the grantee of the title.

IT IS FURTHER AGREED AND UNDERSTOOD that the said second party may pay any taxes and
assessments levied against said premises or any other sum necessary to protect the rights
of such party or assigns, including insurance upon buildings, and recover the same from the
first party with ten per cent interest, and that every such payment is secured hereby, and
that in case of a foreclosure hereof and as often as any foreclosure suit may be filed the
holder hereof shall recover from the first party an attorney fee of \$25.00 and ten per cent
upon the amount due, or such different sum as may be provided for by said notes, which shall
be due upon the filing of the petition in foreclosure and which is secured hereby, together
with expense of examination of title in preparation for foreclosure. Any expense incurred
in litigation or otherwise, including attorney fees and abstract of title to said premises,
incurred by reason of this mortgage or to protect its liens, shall be repaid by the mortgagor
to the mortgagee or assigns, with interest thereon at ten per cent per annum, and this
mortgage shall stand as security therefor.

AND IT IS FURTHER AGREED that upon a breach of the warranty herein or upon a failure
to pay when due any sum, interest or principal, secured hereby, or any tax or assessment
herein mentioned, or to comply with any requirements herein or upon any waste upon said pre-
mises, or any removal or destruction of any building or other improvements thereon, without
the consent of the said second party, the whole sum secured hereby shall at once and without
notice become due and payable at the option of the holder thereof and shall bear interest
thereafter at the rate of ten per cent per annum, and the said party of the second part or
its assigns shall be entitled to a foreclosure of this mortgage and to have the said premises