

243555 C.J.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$4.80 and issued
 Receipt No. 12590 in payment of mortgage
 taxes on the above described premises.

Issued this 1 day of Nov. 1923
 W. W. Sawyer, County Treasurer

REAL ESTATE MORTGAGE

COMPARED

KNOW ALL MEN BY THESE PRESENTS: That J. G. McAllister
 & Beulah McAllister, his wife, 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 following described real estate and premises sit-
 uated in Tulsa County, State of Oklahoma, to-wit:

East 47.54 feet of Block Three, Weaver Addition to the City of
 Tulsa, and East 47.8 feet of Lot One (1), Block One (1), Edgewood Place
 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 Three Thousand ## 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:

Two notes of \$1000.00 each; one note of \$500.00; one note of \$200.00;
 and three notes of \$100.00 each, all dated November 1st, 1923, and all due in
 three years.

Said first parties agree 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 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
 mortgage, and as often as any proceeding shall be taken to foreclose same as herein provided,
 the mortgagor will pay to the said mortgagee THREE HUNDRED ## Dollars as attorney's or soli-
 citor's fees therefor, in addition to all other statutory fees; said fee to be due and paya-
 ble 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 re-
 covered 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 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 discharg-
 ed and void, otherwise shall remain in full force and effect. If said insurance is not effect-
 ed and maintained, or if any and all taxes and assessments which are or may be levied and asses-
 sed 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 notes and this mortgage 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.