

245995 C.J.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$2,200 and issued
 Receipt No. 12785 for payment of mortgage
 tax on the within bond etc.

Dated this 5 day of Dec. 1923

W. W. Stacey, County Treasurer

Deputy

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That Hoyt F. White
 and Mabel C. White, his wife, of Tulsa County,
 Oklahoma, parties of the first part, have mortgaged
 and hereby mortgage to First National Bank of Tulsa,
 Oklahoma, a corporation, party of the second part, the

following described premises, situated in Tulsa County, State of Oklahoma to-wit:

Lot Eight (8) of Broadmoor Heights Addition to the City of Tulsa

Tulsa County, Oklahoma, 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 Ten Thousand
 (\$10,000.00) Dollars, with interest thereon at the rate of 10 per cent per annum, from maturity
 according to the terms and at the time and in the manner provided by one certain promissory
 note of even date herewith, given and signed by the makers hereof, and payable to the order
 of the mortgagee herein at Tulsa, Oklahoma, thirty days after date.

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 \$----- 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 assign 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 premises,
 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 be-
 come 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 sold and