

## THE SURVIVOR'S ENDORSEMENT

I hereby certify that I received \$, 28 and issued  
 Deed No. 13354 of a payment of mortgage  
 tax on the within mortgage.

Dated this 17 day of Jan. 1924  
 W. W. Murchey, County Clerk

Southwestern Mortgage Company, Roff, Okla. party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

South 85.7 feet of lot two (2) block two (2)

Burnett 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 thirteen hundred eighty five dollars, with interest thereon at the rate of ten per cent per annum payable annually from maturity, according to the terms of nine certain promissory notes described as follows, to-wit: Eight notes of \$50.00 each, all dated July 5th, 1923, one due December 5th, 1923, and one due on the 5th day of each month thereafter until all are paid. One note of \$985.00 dated July 5th, 1923, and due in one year.

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 one hundred thirty dollars as attorney's or solicitor's fees therefor, in addition to all other statutory fees; said fee to be due and the same shall be a further charge and lien upon said premises described in this mortgage, and the amount thereof shall be recoverable upon said premises, and shall be 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 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 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 sum of money or any part thereof are not paid when due, or if such insurance is not effected and maintained or any taxes or assessment 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 law.

In witness whereof, said parties of the first part have hereto set their hands this 9th day of January 1924.

Albert James Williams, Jr.,  
 Bessie Williams.

State of Oklahoma }  
 County of Tulsa ) ss before me, a Notary Public, in and for the above named County and State, on this 9th day of January, 1924, personally appeared A. J. Williams and Bessie Williams, his wife, to me personally known to be the identical persons who executed the within and for a going instrument and acknowledged to me, that they executed the same as their free and voluntary