

249691 C.J.

REAL ESTATE MORTGAGE COMPARED

TREASURER'S ENDORSEMENT

I hereby certify that I received \$100 and issued
 Receipt No. 3463 in payment of mortgage

on the within mortgage
 Dated this 26th day of Jan. 1924
 W. W. [Signature] County Treasurer

Described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Six (6) Block Two (2) Ridgedale Terrace 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 ONE HUNDRED FIFTEEN-##
 DOLLARS, with interest thereon at the rate of ten per cent. per annum payable -----annually
 from maturity according to the terms of one certain promissory note described as follows, to-
 wit:

One note of \$115.00 dated January 23, 1924, and due June 15, 1924,

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 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 FIFTEEN # Dollars as attorney's or solicitor's
 fees therefor, in addition to all other statutory fees; said fee to be due and payable 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 recovered 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 sum of money in the above described note mentioned, together with
 the interest thereon according to the terms and tenor of said note and shall make and maintain
 such insurance and pay such taxes and assessments then these presents shall be wholly dis-
 charged 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 delin-
 quent 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 mort-
 gage shall stand as security for all such payments; and if said sum of money or any part
 thereof is not paid when due, or if such insurance is not effected and maintained or any tax
 or assessments are not paid before delinquent, the holder of said note and this mortgage may
 elect to declare the whole sum or sums and interest thereon due and payable at once and pro-
 ceed 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 appraisal laws.

IN WITNESS WHEREOF, said parties of the firstpart have hereunto set their hands
 this 25rd day of January 1924

Emily M. Hardy

Dana F. Hardy