

# 254707 M H

REAL ESTATE MORTGAGE

COMPARED

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$212.00 and issued  
 Receipt No. 14316 for payment of mortgage  
 tax on the within mortgage.

Dated this 2 day of April 1924

V. W. [Signature] County Clerk

S. B.

KNOW ALL MEN BY THESE PRESENTS: That S. M. Bell and  
 Jessa L. Bell, 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 situated in Tulsa County, State

of Oklahoma, to-wit:

South twenty-five feet (S25') of Lot Fourteen (14) and the North Fifteen Feet (N 15') of  
 Lot Thirteen (13) in Block Two (2) Orcutt 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 Thirty-Five Hundred ## Dollars with  
 interest thereon at the rate of eight per cent. per annum payable semi-annually from date  
 according to the terms of eight certain promissory notes described as follows, to-wit:

Two notes of \$1000.00, Two of \$500.00, one of \$200.00 and three of \$100.00, all dated  
 April 1st, 1924, and all due in three years.

Said first parties agree to insure the building 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 Fifty 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  
 said sums of money in the above described notes 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 discharged and void,  
 otherwise shall remain in full force and effect. If said insurance is not effected and main-  
 tained, 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 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 appraisal laws.

IN WITNESS WHEREOF, said parties of the first part have hereunto set their hands this 1st  
 day of April 1924.

S. M. Bell  
 Jessa L. Bell