

252813 C. J.

## REAL ESTATE MORTGAGE COMPARED

THIS MORTGAGE IS ENDORSED BY  
 I hereby certify that the sum of \$74 and interest  
 on the same is due and payable to the  
 mortgagee of the above described premises  
 on the 3 day of March 1924  
 W. W. Sawyer, County Treasurer  
 S. B.  
 Deputy

KNOW ALL MEN BY THESE PRESENTS: That A. B. Stuart and  
 E. C. Stuart, her husband, of ---- County, Oklahoma,  
 part---- of the first part, have mortgaged and hereby  
 mortgage to Southwestern Mortgage Company, "off, Okla.,  
 party of the second part, the following described real

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

Lot Eight (8) and Block Five (5), Booker-Washington 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-SIX HUNDRED SEVENTY-  
 FIVE ## DOLLARS with interest thereon at the rate of ten per cent. per annum payable  
 annually from maturity according to the terms of fifteen certain promissory notes described  
 as follows, to-wit:

Fifteen notes of \$245.00 each, all dated March 3rd, 1924, one due on April

3rd, 1924, and one due on the 3rd day of each month thereafter until all are paid,

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 mort-  
 gage, 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 Sixty-seven 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 ac-  
 tion 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 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 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 mort-  
 gage 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  
 3rd day of March, 1924.