252976   C.J.

REAL ESTATE MORTGAGE   COMPARED

KNOW ALL MEN BY THESE PRESENTS: That J. E. Driver and
Beatrice Driver, 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:

Lot Ten (10) in the E. N. Adams 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 ten 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 each, two of $500.00 each, one of $200.00 and three of
$100.00 each, all dated March 5th, 1924 and all due in three years.

Said first parties agree to insure the buildings on said premises for their reason-
able 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 act-
ion as aforesaid, and collected, and the lien thereof enforced in the same manner as the prin-
cipal 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 discharg-
ed and void, otherwise shall remain in full force and effect. If said insurance is not effect-
ed and maintained, or if any and all taxes and assessments which are or may be levied and assess-
ed 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 appraisement laws.

IN WITNESS WHEREOF, said parties of the first part have hereunto set their hands
this 5th day of March 1924.

J. E. Driver

Beatrice Driver