

257150 COMEAST TRUST INVESTMENT

I hereby certify that from 1918 and issued  
 Receipt No. 437 of a payment of mortgage  
 tax on the within mortgage.

Dated this 1 day of May 1924

W. A. Sullivan, County Clerk

REAL ESTATE MORTGAGE

COMPARED

KNOW ALL MEN BY THESE PRESENTS: That J. B. McCully  
 and Nan I. McCully, his wife, of Tulsa County,  
 Oklahoma, parties of the first part, have mortgaged  
 and hereby mortgage to B. M. Grotkop party of the  
 second part, the following described premises, situated

in Tulsa County, State of Oklahoma to-wit:

Lot Four (4) in Block Four (4) in Boswell's Addition to the  
 City of Tulsa, Oklahoma, according to the recorded plat  
 thereof

with all improvements thereon and appurtenances thereunto belonging, and warrant the title  
 to the same.

This mortgage is given to secure the payment of the principal sum of Nine  
 Hundred Fifty and No/100 Dollars, with interest thereon at the rate of 8 per cent per annum,  
 payable semi annually from date, according to the terms and at the time and in the manner  
 provided by one certain promissory note of even date herewith, given and signed by the makers  
 hereof, and payable to the order of the mortgagee herein at Tulsa, Oklahoma on or before  
 April 25th, 1925

IT IS EXPRESSLY AGREED AND UNDERSTOOD by and between the said parties hereto,  
 that this Mortgage is a first lien upon said premises; that the party of the first part  
 will pay said principal and interest at times when the same fall due and at the place and in  
 the manner provided in said notes and will pay all taxes and assessments against said land  
 when the same are due each year, and will not commit or permit any waste upon said premises;  
 that the buildings and other improvements thereon shall be kept in good repair and shall  
 not be destroyed or removed without the consent of the second party, and shall be kept in-  
 sured for the benefit of the second party or its assigns, against loss by fire or lightning  
 for not less than \$1000.00 in form and companies satisfactory to said second party, and that  
 all policies and renewal receipts shall be delivered to said second party. If the title  
 to the said premises be transferred, said second party is authorized, as agent of the first  
 party, to assign the insurance to the grantee of the title.

IT IS FURTHER AGREED AND UNDERSTOOD that the said second party may pay any taxes  
 and assessments levied against said premises or any other sum necessary to protect the rights  
 of such party or assigns, including insurance upon buildings, and recover the same from the  
 first party with ten per cent interest, and that every such payment is secured hereby, and  
 that in case of a foreclosure hereof and as often as any foreclosure suit may be filed, the  
 holder hereof shall recover from the first party an attorney fee of \$25.00 and ten per cent  
 upon the amount due, or such different sum as may be provided for by said notes, which shall  
 be due upon the filing of the petition in foreclosure and which is secured hereby, together with  
 expense of examination of title in preparation for foreclosure. Any expense incurred in  
 litigation or otherwise, including attorney fees and abstract of title to said premises, in-  
 curred by reason of this mortgage or to protect its liens, shall be repaid by the mortgagor  
 to the mortgagee or assigns, with interest thereon at ten per cent per annum, and this mortgage  
 shall stand as security therefor.

AND IT IS FURTHER AGREED that upon a breach of the warranty herein or upon a  
 failure to pay when due any sum, interest or principal, secured hereby, or any tax or assess-  
 ment herein mentioned, or to comply with any requirements herein or upon any waste upon said  
 premises, or any removal or destruction of any building or other improvements thereon, without  
 the consent of the said second party, the whole sum secured hereby shall at once and without  
 notice become due and payable at the option of the holder thereof and shall bear interest