

258827 C.J.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$1,120 and issued  
Receipt No. 15053 for the payment of mortgage  
on the within mortgage.

Dated this 23 day of May 1924

W. W. Mackey, County Treasurer

Deputy

## REAL ESTATE MORTGAGE

COMPARATIVE

KNOW ALL MEN BY THESE PRESENTS: That W. A. CRITES  
and ELIZABETH CRITES, his wife, of Tulsa County,  
Oklahoma, parties of the first part, have mortgaged  
and hereby mortgage to WALLACE W. ADAMS, party of  
the second part, the following described premises,  
situated in Tulsa County, State of Oklahoma, to-wit:

Lot Five (5), in Block Two (2) of the Sub-division of a part of  
Block Five (5) in Terrace Drive Addition to the City of Tulsa,  
according to the recorded plat thereof,

with all improvements thereon and appurtenances thereunto belonging, and warrant the title  
to the same, except a mortgage, of record, to Oklahoma City Building and Loan Association,  
in the original principal amount of \$4,500.00, which mortgagors have assumed and hereby agree  
to pay.

This mortgage is given to secure the payment of the principal sum of Twenty-  
one Hundred Seventeen and 71/100 (\$2,117.71) Dollars, according to the terms and at the  
times and in the manner provided by thirty-six certain promissory notes of even date herewith,  
given and signed by the makers hereof, and payable to the order of the mortgagee herein at  
Exchange National Bank of Tulsa, Oklahoma, as follows: 35 notes in the sum of \$37.45 each,  
due and payable consecutively one each month, beginning June 1, 1924, and one note in the sum  
of \$806.96, due and payable May 1, 1927, with interest on each of said sums from maturity  
until paid at the rate of ten per centum per annum.

W. A. C. E. C.

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 insured for the  
benefit of the second party or its assigns, against loss by fire or lightning for not less  
than \$5,000.00 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, to-  
gether with expense of examination of title in preparation for foreclosure. Any expense in-  
curred in litigation or otherwise, including attorney fees and abstract of title to said pre-  
mises, incurred 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 fail-  
ure to pay when due any sum, interest or principal, secured hereby, or any tax or assessment