

258832 C. J.

## TREASURY ENDORSEMENT

I hereby certify that I received of 12 and amount  
 Receipt No. 12060 for payment of mortgage

and on the within mortgage.

Dated this 23 day of May, 1924

W. W. Kinney S. B.

Deputy

## REAL ESTATE MORTGAGE

COMPARED

KNOW ALL MEN BY THESE PRESENTS: That A. B. Stuart and  
 E. C. Stuart, her husband, 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 Nine (9) 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 SIX HUNDRED ## DOLLARS,  
 with interest thereon at the rate of ten per cent. per annum payable monthly from date ac-  
 cording to the terms of one certain promissory note described as follows, to-wit:

One note of \$600.000 dated May 22nd, 1924 and due in one year.

Said first parties agree to insure the buildings on said premises for their rea-  
 sonable value for the benefit of the mortgagee and maintain such insurance during the exis-  
 tence 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 Sixty ## 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 here-  
 by secured.

Now if the said first parties shall pay or cause to be paid to said second party,  
 its heirs or assigns said sum of money in the above described note 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 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 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 note and this mort-  
 gage may elect to declare the whole sum of 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 22nd day of May, 1924.

A. B. Stuart

E. C. Stuart