

488

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By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

258133 C.J.

REAL ESTATE MORTGAGE

COMPARED

KNOW ALL MEN BY THESE PRESENTS:

TREASURER'S ENCLOSURE
I have received of the Treasurer of the County of Tulsa, Oklahoma, the sum of \$40.00, for the purpose of recording this mortgage.
14925
15 May 1924
S.B.
Deputy

That Z. R. Hall and Leona B. Hall, his wife, of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to the Southwestern Mortgage Company of Tulsa, Oklahoma, party of the second part, the following described real estate and premises situated

in Tulsa County, State of Oklahoma, to-wit:

Lots Eleven (11) and Twelve (12), Block Two (2) of Abdo Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof,

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 Nineteen Hundred Seventy Seven and No/100 DOLLARS, with interest thereon at the rate of 8 per cent per annum from date until paid, according to the terms of Twenty (20) certain promissory notes described as follows, to-wit:

All dated the 10th day of May, 1924, and bearing interest from date until paid at the rate of eight per centum (8%) per annum, and each of said notes being for the sum of \$100.00, and payable on the tenth (10th) day of each and every succeeding month, beginning on June 10, 1924, and ending on December 10, 1925, and one note of \$77.00 due January 10, 1926, at 8% per annum from date.

It is expressly understood and agreed that this mortgage is subject to a first mortgage on the above real estate executed by the undersigned to the Oklahoma City Building and Loan Association to secure the sum of \$4,800.00, and that the Southwestern Mortgage Company shall have the right to advance and make any payments that may become delinquent under said mortgage and upon making same, be subrogated to all the rights in that behalf of the said Building and Loan Association under its said first mortgage.

The undersigned hereby agree that, in the event they shall make default in the payment of any of the monthly sums secured by this mortgage, the aforesaid mortgagee shall have the right to collect and apply thereon the rents accruing on said premises until such time as such defaults shall be made good, such rights, however, to be subject to such prior rights granted to the aforesaid Building and Loan Association in its said mortgage.

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 mortgage, and as often as any proceeding shall be taken to foreclose same as herein provided, the mortgagor will pay to the said mortgagee attorney's fee as provided in said notes, 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 hereby secured.

Now if the said first parties shall pay or cause to be paid to said second party,