TREASTINE ENIMORSEMENTZ

Deputy

274650 EC Construction of the new second statement of mort and the within merigage. Trained this 22 day of Alect 1924 W. W. Stuckey, Construct Insearce

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Oklahoma, parties of the first part and Mae Thompson of Tulsa, County, in the State of Oklahoms, parties of the second part;

WITNESSETH, That said parties of the first part in consideration of the sum of Three Hundred and seventy five Dollars, the receipt of which is hereby acknowledged, does by these presents, grant, bargain, sell and convey unto said parties of the second part, her heirs and assigns all the following described real estate, situate in Tulsa County, and State of Oklahoma, to-wit; All of the S. 100 feet of Lot No- 5, in Block No 5,

in North Turley Addition to the town of Turley, Tulsa

County, Oklahoma, according to the recorded plat thereof,

To have and to hold the Same, together with all and singular the tenements, hereditaments and appurt-enances thereunto belonging, or in anywise appertaining, forever,

This conveyance is intended as a mortgag to secure the payment of promissory note of evene date herewith; One for \$375,00 due March 13th, 1925. one for \$375.00 made to Mae Thompson or odder, payable at 211 Security Bldg. Tulsa, Oklahoma, with 10 per cent, interest per annum from date, payable semi-annually, and signed by first parties.

Said first parties hereby covenant that are owners in fee.simple of said premises, and that they are free and clear of all incumbrances that they have good right and authority to convey thad incumber the same and they warrant and will defend the saxe against the lawful claims of all persons whoseever, Said first parties agrees to insure the buildings on said premises in the sum of \$500,00 for the benefit of the mortgagee and maintain such insurance during the existance of this mortgage, and to pay all taxes and assessments lawfully assessed on said premises before delinquent,

Said first parties further expressly agrees that in case of foreclosure of this morter gage, and as often as any proceedings shall be taken to foreclose the same as herein provided, the mortgagor will pay to the said plaintiff \$100.00 Dollars as attorney's fees therefor, in addition to all other statutory feess 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 theroff shall be recorvered in said foreclosure suit and included in any judgment or decree rendered in any action as aforesaid, and collected, and the lien thereof enforced in the same manner as the principal debt hereby secured,

Now, if said first parties shall pay or cause to be paid to said second part: her heirs or assigns and sum of money in the above described note, mentioned, together with interest thoreon according to the there and tenor of said note and shall make and maintain such insurance and payr such taxes and assessments, then these prensents shall be wholly. discharged end void, otherwise remain in full force and effect, If such insurance is not effected and main the day and all taxes are not paid before delinquent, the mortgagee may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon at the tate of 10 per cent, per annum until paid, and this mortgage shall stand as security for all such payments, And if said sum or sums of money or any part thereof is not paid when due or if such insurance is not effected and maintained, or any taxes ar assessments are not paid before delinq ent, the holder of said note and this mortgage may elect to declare the whole sum or sums interest due and payable at once and proceed to collect said debt, included ing attorney's fees, and to foreclosue this mortgage, and shall be entitled to possession of s said premises.

Said first parties waives notice of election to declare the whole debt due as above stated and also the benefit of stay laws.