

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.

271209 C.H.J.

## TREASURER'S ENDORSEMENT REAL ESTATE MORTGAGE.

I hereby certify that I received \$4.80 and issued  
Receipt No. 17219 therefor in payment of mortgage  
on the within mortgage.

Dated this 3 day of Nov 1924

W. W. Stuckey, County Treasurer

Deputy

KNOW ALL MEN BY THESE PRESENTS: That R. M. McCreery  
and Oma McCreery, his wife, of Tulsa County, Okla-  
homa, parties of the first part, have mortgaged  
and hereby mortgage to Southwestern Mortgage Company,

Roof, Okla. party of the second part, the following described real estate and premises  
situated in Tulsa County, State of Oklahoma, to-wit:

Lot Seven (7) Block Twelve (12) Sub-division of Block Six (6) and Lots  
One, (1) Two (2) and Three (3) in Block Four (4) of Terrace Drive 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 Three Thousand ## Dollars, with  
interest thereon at the rate of eight per cent per annum payable semi-annually from date  
according to the terms of seven certain promissory notes described as follows, to-wit:

Two notes of \$1000.00, one of \$500.00, one of \$200.00 and three of \$100.00,  
all dated October 30th, 1924 and all due in three years.

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 Three Hundred ## 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 hereby  
secured.

Now if the said first parties shall pay or cause to be paid to said second party, its  
heirs or assigns said sums of money in the above described notes mentioned, together with  
the interest thereon according to the terms and tenor of said notes and shall make and main-  
tain such insurance and pay such taxes and assessments then these presents shall be wholly  
discharged 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  
delinquent, 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 paid before delinquent, the holder of said notes and this mort-  
gage may elect to declare the whole sum or sums and interest thereon due and payable at  
once and proceed to collect said debt including attorney's fees, and to foreclose this mort-  
gage, 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

490  
COMPARED BY  
P. S. and J. M.