566

Witness my hand and official seal the day and year above set forth. My commission expires 9/13/26 (Seal) G. L. Carpenter, Notary Public. Filed for record in Tulsa, Tulsa County, Oklahoma, January 31, 1925, at 10:20 o'clock A.M. and recorded in Book 490, Page 565. By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk. 277671 C.M.J.

REAL ESTATE MORTGAGE.

TREASURER'S FNDOTISEMENT This is to certify that § 2.40 in factor and Receipt No. 18428 is a factor Payment of Mortgage Tas Double this 3 day of All 1925 W. W. Stuckey, County Trappent KNOW ALL MBN BY THESE PRESENTS: That Inez Jackson Sigler, a widow of Tulsa County, Oklahoma, party of the first part, has mortgaged and hereby mortgage to Peter Deichman, party of the second part, the following described ()

)

()

()

 \bigcirc

real estate and premises situated in Tulsa County, State of Oklahoma, to-wit; East 50 feet of the North 65 feet of Lot Six (6), Block One Hundred Eightythree (183) Original Town, now city of Tulsa.

with all improvements thereon and appurtenances thereto belonging, and warrant thetitle to the same.

This mortgage is given to secure the principal sum of Four Thousand ## Dollars, with interest thereon at the rate of ten per cent. per annum payable semi-annually from date according to the terms of eleven certain promissory notes described as follows, towit;

Seven notes of \$500.00, one of \$200.00 and three of \$100.00, all dated January 26th, 1925 and all due in three years.

Said first party agrees 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 party agrees to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first party further expressly agrees that incase of foreclosure of this mortgage, and as often as any proceeding shall be taken to foreclose same as herein proceeding shall be taken to foreclose same as herein provided, the mortgagor will pay to the said mortgagee Four 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 party shall pay or cause to be paid to said second part, his 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 maintain 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 par alnum until paid, and this mortgage shall stand as pecurity 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 notes and this mortgage may flect to declare the whole sum or sums and interest the reon due and payable at once and proceed to collect said debt including attorney's fees, and to