

to the City of Tulsa, Tulsa County Oklahoma.

This mortgage and accompanying note and another mortgage by the Tulsa Street Railway Company, on Lots Ten (10) and Eleven (11), Block Two (2), Factory Addition are given to secure the balance now remaining due on a judgment in favor of G. H. Michaels and against the Tulsa Street Railway Company in the District Court of Tulsa County.

A Copy of above mentioned note is attached hereto.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances belonging or in any wise appertaining, forever.

\$2,670.25

Tulsa, Oklahoma
July 17, 1924

For value received I, we, or either of us promise to pay to G. H. Michaels, E. P. Marshall, and G. E. Warren \$2,670.25 Two Thousand Six Hundred Seventy Dollars and Twenty five cents. in equal monthly installments of \$500.00 each, the first installment to be paid on the 17th day of August 1924 and an installment of \$500.00 to be paid on the 17th day of each succeeding month thereafter until fully paid, with interest at the rate of 6 per cent per annum. This note and a mortgage of even date herewith given by C. H. Bosler to G. H. Michaels, E. P. Marshall and G. E. Warren on Lots 15 & 16, Block 4, Laura B. Lloyd Addition in the City of Tulsa, and another mortgage of even date herewith given by The Tulsa Street Railway Company, a corporation, to G. H. Michaels, E. P. Marshall and G. E. Warren on Lots 10 & 11, Block 2, Factory Addition in the City of Tulsa are given to secure the balance now remaining due on a judgment in favor of G. H. Michaels and against The Tulsa Street Railway Company in the District Court of Tulsa County, Oklahoma.

ATTEST:

C. H. Bosler

John H. Simpson

THE TULSA STREET RAILWAY CO.

Ass't Secretary

By C. H. Bosler

No Seal

President

PROVIDED, ALWAYS, And these presents are upon the express condition, that whereas the said C. H. Bosler grantor has executed and delivered his promissory note dated July 17th, 1924, to said parties of the second part for \$2,670.25 (Two Thousand Six Hundred Seventy Dollars and twenty five cents.) due in equal monthly installments of Five Hundred Dollars each, the first installment due August 17th, 1924, and one on the 17th of each succeeding month thereafter until paid with interest at the rate of 6 per centum, payable annually.

In case that papers for foreclosure are filed, the first party agrees to pay a reasonable attorney fee of \$100.00)

Now, if the said party of the first part shall pay or cause to be paid to said parties of the second part their heirs or assigns, said sum of money in the above described note together with the interest thereon according to the terms and tenor of the same, then these presents shall be wholly discharged and void, and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, or if the taxes or assessments levied against said premises or any part thereof, or the taxes assessed against the said second party or any assignee of said note or the debt secured thereby, or if the insurance is not paid, the second party may pay the same and the amount so paid shall become a part of this indebtedness and the whole of said sum or sums and interest thereon, shall, and by these presents does become due and payable, and shall bear ten (10) per centum interest per annum, and said parties of the second part shall be entitled to the possession of said premises. And the said party of the first part for said consideration does hereby waive (or) not waive appraisalment, of the option of the said second parties their heirs and assigns.