

279293 C.M.J.

MORTGAGE OF REAL ESTATE.

TREASURER'S ENDORSEMENT

This is to certify that \$ 0.10 has been received
and Receipt No. 18721 issued therefor in
Payment of Mar. 1920 Tax on the within 1st class e.
Dated this 20 Feb 19 21

W. W. Eganey, County Treasurer *Gu*

THIS INDENTURE, Made this 29th day of December
A. D. 1924, between Edith P. Rakestraw of Tulsa
County, in the State of Oklahoma, party of the
first part, and J. E. Ingersoll of Tulsa County

in the State of Oklahoma party of the second part:

WITNESSETH, That said party of the first part in consideration of the sum of Twenty Five and No/100 Dollars, the receipt of which is hereby acknowledged, does by these presents, grant, bargain, sell and convey unto said party of the second part, his heirs and assigns all the following described real estate, situate in Tulsa County and State of Oklahoma , to-wit:

Lots Twenty-nine (29) and Thirty (30), in Block Five (5) of Investors
Addition to the city of Tulsa, according to the recorded plat thereof
TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments
and appurtenances thereunto belonging, or in anywise appertaining, forever.

This conveyance is intended as a mortgage to secure the payment of 1 promissory note of even date herewith; One for \$25.00 , due March 1st, 1925, made to J. E. Ingersoll or order, payable at Tulsa, Oklahoma with eight per cent. interest per annum from date, payable semi-annually, and signed by first party.

Said first party hereby covenants that she is owner in fee simple of said premises, and that they are free and clear of all incumbrances. ---

That she has good right and authority to convey and incumber the same and she warrants and will defend the same against the lawful claims of all persons whosoever. Said first party agrees to insure the buildings on said premises for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage, and to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first party further expressly agrees that in case of foreclosure of this mortgage, and as often as any proceedings shall be taken to foreclose the same as herein provided, the mortgagor will pay to the said plaintiff Twenty Five and No/100 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 thereof shall be recovered 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 party shall pay or cause to be paid to said second party his heirs or assigns and sum of money in the above described note mentioned, together with interest thereon according to the terms and tenor of said note and shall make and maintain such insurance and pay such taxes and assessments, then these presents shall be wholly discharged and void, otherwise remain in full force and effect. If such insurance is not effected and maintained, or if any 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 rate of 6 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 or assessments are not paid before delinquent, 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, including attorney's fees, and to foreclose this mortgage, and shall be entitled to possession of said premises.