

281559

## REAL ESTATE MORTGAGE.

## TREASURER'S ENDORSEMENT

This is to certify that \$ 1,250 has been received  
and Receipt No. 19103 issued therefor in  
Payment of Mortgage Tax on the within Mortgage.  
Dated this 16 day of March 1925

W. W. Stuckey, County Treasurer *WWS*  
Company, Roff, Okla., party of the second part, the following described real estate and  
premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Twelve (12) Block One (1) Nixon-Trotter Heights 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 Twenty-five Hundred ## 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:

One note of \$1000.00, two of \$500.00, one of \$200.00 and three of \$100.00,  
all dated March 12th, 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 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 Two Hundred Fifty ## 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 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  
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 in-  
surance 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 payment; 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 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 fore-  
close this mortgage, and shall become entitled to possession of said premises.

Said first party waive notice of election to declare the whole debt due as above  
and also the benefit of stay, valuation or appraisal laws.

IN WITNESS WHEREOF, said party of the first part has hereunto set his hand this 12th  
day of March, 1925.

J. Edgar Freeman

PREPARED BY  
J. S. [Signature]