

taxes, and insurance premiums, shall, at the option of said mortgagee or of its successors or assigns, become payable immediately, anything hereinbefore contained, to the contrary notwithstanding. In the event of legal proceedings to foreclose this mortgage the indebtedness thereby secured shall bear interest from the filing of such foreclosure proceedings at the rate of ten (10) percent per annum in lieu of the further payments of monthly installments.

SIXTH. The said mortgagors shall pay to the said mortgagee or to its successors or assigns, a reasonable attorney's fee in addition to all other legal costs, as often as any legal proceedings are taken to foreclose this mortgage for default in any of its covenants or as often as the said mortgagors or mortgagee may be made defendant in any suit affecting the title of said property, which sum shall be an additional lien on said premises.

SEVENTH. As further security for the indebtedness above recited the mortgagor hereby assigns the rentals of the above property mortgaged to the mortgagee and in case of default in the payment of any monthly installment the mortgagee or legal representative may collect said rents and credit the sum collected less cost of collection, upon said indebtedness, and these promises may be enforced by the appointment of a receiver by the court.

EIGHTH. In the event suit is instituted by other parties seeking to foreclose a mortgage or lien upon the premises covered by this mortgage, or attacking the title of the mortgagor or the lien of said mortgagor or its successors or assigns, the said mortgagee, its successors or assigns may at its option declare its debt due and maintain an original action by way of cross-petition to establish its mortgage lien and to foreclose same without reference to whether the payments to the association are in arrears or not.

IN WITNESS WHEREOF, the said mortgagor has hereunto set her hand and seal on the 22nd day of April A.D. 1925.

Jessie McLellan

STATE OF OKLAHOMA; }
Tulsa County. } ss.

Before me, F. M. McFall, a Notary Public in and for said County and State, on this 27th day of April 1925, personally appeared Jessie McLellan, a widow and a single woman, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on the date above mentioned.

My commission expires on the 28th day of January, 1929. (Seal)

F. M. McFall, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, April 28, 1925, at 4:30 o'clock P.M. and recorded in Book 493, Page 448.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.

285824 C.M.J.

REAL ESTATE MORTGAGE.

TREASURER'S ENDORSEMENT

This is to certify that \$ 270 has been received and Receipt No. 19930 issued therefor in Payment of Mortgage Tax on the within Mortgage.

Dated this 28 day of April 1925

W. W. Stuckey, County Treasurer E.M.

KNOW ALL MEN BY THESE PRESENTS: That Harold S. Philbrick & MaBelle C. Philbrick, his wife, and Oliver S. Black & Lucy Jean Black, his wife, of Tulsa County, Oklahoma, parties of the first part, have mortgage and hereby mortgage to

Southwestern Mortgage 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 Fourteen (14) Block One (1) Weaver Addition to the City of Tulsa.

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