

414

267207 C.J.

TREASURER'S ENDORSEMENT
I hereby certify that I received \$ 122 and issued
Receipt No. 16428 therefor in payment of mortgage
tax on the within mortgage.
Dated this 11 day of Sept 1924
W. W. Stuckey, County Treasurer

J. M.
Deputy

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That Lewis Pritchard and Ellen J. Pritchard, his wife, of Tulsa, County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Peter Deichman party of the second part, the following described real estate and premises situated in Tulsa County, State of

Oklahoma, to-wit:

Lot Nine (9), Block Forty-five (45), Owen Addition to the City of Tulsa, Oklahoma, except a strip of ground described as follows:

"Beginning at the Southwest corner of Lot Nine (9), Block Forty-five (45), Owen Addition to the City of Tulsa, Tulsa County, Oklahoma; thence North to the Northwest corner of said lot; thence East along the North line of said lot a distance of Twenty-eight and six-tenths (28.6) feet; thence Southwesterly to a point on the South line of said lot, and a distance of Fifteen and five-tenths (15.5) feet East of the Southwest Corner of said Lot; thence West along the South line of said lot to the point of beginning."

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 TWO THOUSAND ## DOLLARS, with interest thereon at the rate of ten per cent. per annum payable semi-annually from date according to the terms of seven certain promissory notes described as follows, to-wit:

Three notes of \$500.00, one of \$200.00 and three of \$100.00, all dated September 9th, 1924 and all due in three years.

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

Said first parties further expressly agree 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 ## 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 parties shall pay or cause to be paid to said second party, his heirs or assigns said sums of money in the above described note 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 per annum, until paid, and this mortgage shall stand as security for all such payments; and if said sums of money or any part

COMPARED BY
D. L. C. and *P. S.*