

267832 C.J.

REAL ESTATE MORTGAGE

TREASURER'S ENDORSEMENT

I hereby certify that I received \$212 and issued
 Receipt No. 16604 therefor in payment of mortgage
 tax on the within mortgage.
 Dated this 14 day of Sept 1924
 J. M. [Signature]
 Treasurer

KNOW ALL MEN BY THESE PRESENTS: That S. M. Bell and
 Jesse L. Bell, his wife, of Tulsa County, Oklahoma,
 parties of the first part, have mortgaged 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 11 Block 1 Bell-McNeal 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 THIRTY-FIVE HUNDRED ## DOLLARS
 with interest thereon at the rate of ten per cent. per annum payable semi-annually from date
 according to the terms of eight certain promissory notes described as follows, to-wit:

Two notes of \$1000.00, two of \$500.00, one of \$200.00 and three of \$100.00,
 all dated September 16th, 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 mort-
 gage, and as often as any proceeding shall be taken to foreclose same as herein provided,
 the mortgagor will pay to the said mortgagee Three 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 recover-
 ed in said foreclosure suit and included in any judgment or decree rendered in action as afore-
 said, 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, 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 main-
 tain 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 le-
 vied 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 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 foreclose this
 mortgage, and shall become entitled to possession of said premises.

Said first parties 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 parties of the first part have hereunto set their hands this
 16th day of September, 1924.

S. M. Bell
 Jesse L. Bell

COPIED BY
 [Signature]