

purposes therein set forth.

Witness my hand and official seal the day and year above set forth.

(SEAL) L. H. Sasser, Notary Public.

My commission expires 7/2/27.

Filed for record in Tulsa Co. Okla. on Oct. 14, 1924, at 4:30 P.M. recorded in book 497, page 123, Brady Brown, Deputy.

(SEAL) O.G. Weaver, County Clerk.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 100
Receipt No. 16946 therefor in payment
on the within mortgage.
dated this 14 day of Oct 1924
W. W. Stuckey, County Tre.

269615 - BH

REAL ESTATE MORTGAGE.

Know all men by these presents: That Elmer Lee Gilcrease and Mary Gilcrease, his wife, of Cowley County, Kansas, parties of the first part, have mortgaged and hereby mortgage to E. G. Cunningham, party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit: Lot number seventeen (17) in block number eight (8) Summit Heights addition to the City of Tulsa, Tulsa County, State of Oklahoma, as shown by the recorded plat thereof, 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 five hundred fifty (\$550.00) and no/100 dollars, with interest thereon at the rate of 8% per cent per annum payable annually from date, according to the terms of one certain promissory note, described as follows, to-wit: One note in the sum of \$550.00 dated October 7th, 1924, and due October 7th, 1925.

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 proceedings shall be taken to foreclose same as herein provided, the mortgagor will pay to the said mortgagee \$55.00 dollars as attorney's or solicitors' 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 judgement 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 or assigns said sum of money in the above note mentioned, together with the interest thereon according to the terms and tenor of the 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 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 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 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.