

Filed for record in Tulsa County, Okla. on Oct. 6, 1924, at 10:45 A.M. recorded in book 497, page 60, Brady Brown, Deputy.

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

TREASURER'S ENDORSEMENT  
I hereby certify that the sum of \$1683.64 and interest thereon is on file in the office of the Treasurer of the County of Tulsa, Oklahoma, for the purpose of paying the principal and interest on the mortgage herein described.  
Date: 1 Oct 1924

268863 - BH

REAL ESTATE MORTGAGE.

Know all men by these presents: That F. H. Magruder and Vivian Magruder, his wife, of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Bliss Beaver, party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lots thirteen (13) and fourteen (14) Block eleven (11)

Forest Park addition to the City of Tulsa, Oklahoma,

according to 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 sixteen hundred twenty five dollars, with interest thereon at the rate of 8 per cent per annum payable at maturity from date, according to the terms of 5 certain promissory notes, described as follows, to-wit: Four notes of \$350.00 each, of even date herewith, the first of which is payable January 1, 1925, the second July 1, 1925, the third January 1, 1926, and the fourth July 1, 1926, and the fifth note of \$225.00 payable January 1, 1927, all with interest at 8 per cent per annum, from date at maturity of each of said notes. Each of said notes contains an attorney fee of \$10.00 plus ten per cent.

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 ten dollars and ten per cent of said notes 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 thereof shall be recovered in said foreclosure suit and included in any judgment or decree rendered in a claim as aforesaid, and collected, and the lien thereof enforced in the same manner as the principal debt hereby secured.

Now if said first parties shall pay or cause to be paid to said second part his 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 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 notes and