

270621 C.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That S. M. Bell and Jessa L. Bell, his wife,  
 I hereby certify that I am a duly qualified and licensed  
 Receipt No. 17117 for the payment of \$210.00  
 on the 27th day of Oct 1924

Dated this 27th day of Oct 1924

W. W. Sheckley, County Treasurer

Deputy

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 des-  
 cribed real estate and premises situated in

Tulsa County, State of Oklahoma, to-wit:

Lot Fourteen (14) Block Two (2) 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 October 24th, 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 exis-  
 tence 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 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 here-  
 by 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 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 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 fee, and to foreclose this mortgage, and shall become entitled to  
 possession of said premises.

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25. Jan -