

493

270668 C.J.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$1735.00 and issued
 Receipt No. 17133 for a payment of mortgage
 tax on the within mortgage.

Dated this 28 day of Oct 1924

W. W. Stuckey, County Treasurer

Deputy

REAL ESTATE MORTGAGE

THIS INDENTURE, Made this 25th day of August A. D.

1924 between Charles W. Brown and Nona S. Brown, his wife
 of Tulsa County, in the State of Oklahoma parties of
 the first part, and C. H. Terwilleger of Tulsa, Okla.
 party of the second part:

WITNESSETH, that said parties of the first part, in consideration of the sum of
 Seventeen Hundred Thirty-five and No/100 DOLLARS the receipt of which is hereby acknowledged
 do by these presents grant, bargain, sell and convey unto said party of the second part his
 heirs and assigns, all the following described real estate, situated in Tulsa County and State
 of Oklahoma, to-wit:

Lot Eight (8) Block Five (5) Terwilleger Heights Addition to the City
 of of Tulsa, Oklahoma,

This mortgage is given subject to a first mortgage of \$7000.0 in favor
 of The Aetna Build ^{Loan} & Ass'n Of Topeka, Kans.

\$1735.00

Tulsa, Okla. August 25, 1924

For value received, I, we, or either of us promise to pay to the order of C. H. Terwilleger
 the sum of Seventeen Hundred Thirty-five and no/100 Dollars (\$1735.00) including interest, in
 installments of Forty Dollars, (\$40.00) per month including interest, said installments to
 be paid on or before the 1st day of each and every month hereafter, beginning the 1st day of
 November 1924 Deferred payments to bear interest at the rate of 8 per cent per annum from date
 until paid; interest payable monthly. If any of said installments becomes delinquent for 60
 days the entire unpaid balance shall at once become due and payable at option of the holder,
 Negotiable and payable at the -----Bank, Tulsa, Okla. This note is secured by second
 mortgage on Lgt 8 Block 5 in Terwilleger Hts. Addition to Tulsa, Okla.

The makers and endorsers hereby severally waive presentment for payment, notice of
 non-payment, protest and notice of protest, and agree that extensions of time for payment
 may be granted by the holders hereof without notice, in case of legal proceedings to collect
 this note, or in case this note is handed to an attorney for collection, I, we, or either of
 us, agree to pay ten per cent of the total amount herein, additional as attorney's fees, Maker
 shall have the right to pay any multiple of the installment at any installment payment date.
 promissory note of even date herewith. One for \$1735.00 due monthly until paid made to C.
 H. Terwilleger or order, payable at Tulsa, Okla, with eight per cent interest per annum, paya-
 ble semi-annually and signed by Charles W. Brown and Nona S. Brown

Said first parties hereby covenant that they are the owners in fee simple of said
 premises and that they are free and clear of all incumbrances except unmatured special assess-
 ments. That they have good right and authority to convey and encumber the same, and they will
 warrant and defend the same against the lawful claims of all persons whomsoever. Said first
 parties agree to insure the buildings on said premises in the sum of \$----- 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 delin-
 quent.

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 ten per cent 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

COMPARED BY
 PS and My