

498

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

My commission expires March 27, 1928 (SEAL) Leone Patton, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Nov. 6, 1924 at 4:00 o'clock P. M. in Book 498, page 348

By Brady Brown, Deputy

(SEAL) O. G. Weaver, County Clerk

271413 C.J.

RECEIVED BY COUNTY CLERK
 I hereby certify that I received \$136 and issued
 Receipt No. 724/ therefor, payment of mortgage
 tax on the within plat, to-wit:

Dated this 6 day of Nov 1924
 W. W. Stanley, County Treasurer

Deputy

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

Atheny Gilger and Agnes Gilger, his wife, of Tulsa
 County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to Nellie G. Vaughan,
 Lexington, Mo., party of the second part, the follow-

ing described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lots Thirty (30), Thirty-one (31) and Thirty-two (32) in Block
 Forty-three (43), in the Town of West Tulsa, now an Addition to the
 City of Tulsa, according to the amended 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 SIX HUNDRED ## DOLLARS,
 with interest thereon at the rate of ten per cent. per annum payable semi-annually from date
 according to the terms of four certain promissory notes described as follows, to-wit:

Two notes of \$200.00 and two of \$100.00, all dated November 6th, 1924
 and all due in three years.

Said first parties agree to insure the buildings on said premises for their reason-
 able 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 Sixty ## 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 pre-
 mises 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 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 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 de-
 clare the whole sum or sums and interest thereon due and payable at once and proceed to collect