

498

or any other lawful mode, to make the amount of said note, together with all interest, and costs, including the attorney's fee, and the amount of all assessments, dues and fines on said Stock, and all taxes, insurance, liens, charges and assessments accrued on said real estate, and of the amounts assessed against the said Stock; and the said Grantee shall be entitled to the possession of said premises and of said rents and every part thereof. And it is further agreed, that if foreclosure proceedings be instituted, an Attorney's fee of ten per cent additional shall be allowed; the said fee in any case to be at least Twenty-five Dollars and taxed as costs in said case. But the Board of Directors of said Association may, at their option, pay or cause to be paid, the said taxes, charges, insurance, liens and assessments so due and payable, and charge them against said Grantors or assigns, and the amount so paid shall be a lien on said mortgaged premises, augmenting the amount due hereunder, and shall bear interest at the same rate specified herein, and may be included in any judgment rendered in any proceeding to foreclose this mortgage; but whether they elect to pay such taxes, insurance, rates, liens and assessments or not, it is distinctly understood that in all cases of delinquencies as above enumerated, then in like manner the said note and the whole of said sum shall at the option of the holder immediately become due and payable.

Witness our hands, this 2nd day of December, A. D. 1924.

Frank Fixmer

Irene Fixmer

STATE OF OKLAHOMA, }  
County of Tulsa } ss.

Before me the undersigned a Notary Public in and for said County and State, on this 2nd day of December, 1924 personally appeared Frank Fixmer and Irene Fixmer, his wife, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and Notarial Seal at Tulsa in the County and State aforesaid, the day and year last above written.

My commission expires 10-6-26

(SEAL)

B. French, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Dec. 2, 1924 at 4:10 o'clock P. M. in Book 498, page 636

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

273227 C.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

**TREASURER'S ENDORSEMENT**  
I hereby certify that I received \$3.00 and it is Receipt No. 11513 therefor in payment of mortgage tax on the within instrument.  
Dated this 23 day of Dec. 1924  
W. Y. Mackey, County Treasurer

That Mattie Roberson, a single woman, of the County of Tulsa and State of Oklahoma, for and in consideration of the sum of THREE THOUSAND AND NO/100 Dollars, in hand paid by the INDUSTRIAL BUILDING & LOAN ASSOCIATION of Tulsa, Oklahoma, does hereby sell and convey unto

the said INDUSTRIAL BUILDING & LOAN ASSOCIATION, and its successors or assigns, the following described land and premises, situated in the County of Tulsa and the State of Oklahoma, to-wit:

Lots 15 and 16 in Block 6 in the North Side Addition to the City of Tulsa, Tulsa County, State of Oklahoma, according to the Recorded Plat thereof,

TO HAVE AND TO HOLD the above granted land and premises, with all the appurtenances there-to belonging, unto the said Grantee and its successors or assigns forever.

And the said Grantor, for herself her heirs, executors and administrators, covenant with the said Grantee and its successors and assigns, that the said premises are free from incumbrance and that she has a good right and lawful authority to sell the same, and that she will warrant