

Filed for record in Tulsa County, Tulsa, Oklahoma on Nov. 5, 1924 at 4:00 P. M. o'clock,  
 recorded in book 499, page 115.  
 By Brady Brown, Deputy. (Seal) O. S. Weaver, County Clerk.

271307-CW.

**TREASURER'S ENDORSEMENT**

I hereby certify that I received \$ 2.10 and issued  
 Receipt No. 17240 therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 5 day of Nov 1924

W. W. Suckey, County Treasurer

*Wm*  
 Deputy

**REAL ESTATE MORTGAGE.**

KNOW ALL MEN BY THESE PRESENTS: That Q. C. Brightmire, and  
 Alvina Brightmire, his wife, 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 described real  
 estate and premises situated in Tulsa County, State of Okla-  
 homa, to-wit: Lot Twenty-Five (25), Block Two (2) Harvard Heights 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  
 November 3rd, 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  
 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 pro-  
 vided, the mortgagor will pay to the said mortgagee Three Hundred and 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 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 assess-  
 ments 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 fees, and to foreclose this mortgage, and shall become  
 entitled to possession of said premises.

Said first parties waive notice of election to declare the whole debt due.

COMPALED BY  
*PS* and *Wm*