

#276140-CW.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 12 and issued  
Receipt No. 18150 for or in payment of mortgage  
tax on the above mortgage.

Dated this 12th day of January, 1925  
W. W. Suckley, County Treasurer

J. M.  
Deputy

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That W. W. Frazier  
a single man, of Tulsa County, Oklahoma, party of  
the first part, has 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 Oklahoma, to-wit: North 52.93 feet of Lots One (1) and Two (2), Block Three (3),  
Resubdivision of Blocks Two (2), Three (3) and Seven (7), Terrace Drive Addition to the  
City of Tulsa according to the recorded 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 Three Thousand 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:

One note of \$1000.00, three notes of \$500.00 each, one note of \$200.00 and three  
notes of \$100.00 each all dated January 9th, 1925 and all due in three years.

Said first party agrees 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 party agrees to pay all taxes and assessments  
lawfully assessed on said premises before delinquent.

Said first party further expressly agrees 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 Dollars as attorney's or solicitors  
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 re-  
covered 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 party 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 note 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 in-  
surance 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  
note 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 fore-  
close this mortgage, and shall become entitled to possession of said premises.

Said first party waives notice of election to declare the whole debt due as  
above and also the benefit of stay, valuation or appraisal laws.

COMPARED BY  
RC and JM