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By J. E. Dickson, Deputy.

(Seal) O.D. Lawson, County Clerk.

COMPARED

207702 LB

REAL ESTATE MORTGAGE

TREASURER'S ENDORSEMENT

I hereby certify that I received \$1²⁰ and issued
 Receipt No. 4552 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 21 day of Aug 1922
 WAYNE L. DICKEY County Treasurer

R. W.
 Deputy

KNOW ALL MEN BY THESE PRESENTS: That F. E. Smith
 & Bess W. Smith, his wife, of Tulsa County, Okla-
 homa, parties of the first part, have mortgages
 and hereby mortgage to Southwestern Mortgage Com-
 pany, Roff, Oklahoma, party of the second part,

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

West Fifty Feet (W 50') of lots One (1) Two (2) Three (3) and Four (4),

block Nine (9), Park Hill 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 TWO THOUSAND ##
 DOLLARS, with interest thereon at the rate of eight per cent. per annum payable semi-
 annually from date according to the terms of six (6) certain promissory notes described
 as follows, to-wit:

Three notes of \$500.00 each, all dated August 29, 1922, and due in three years.

One note of \$300.00 dated August 29, 1922, and due in three years.

Two notes of \$100.00 each, both dated August 29, 1922, and 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 provided, the
 mortgagor will pay to the said mortgagee TWO HUNDRED ## 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 assessments are not paid before delinquent,
 the holder of said notes and this mortgage may elect to declare the whole sum or sums