

and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year last above written.

My Commission Expires Sept. 14, 1924 (SEAL) Marie B. Owaby, NOTARY PUBLIC
Filed for record in Tulsa County, Tulsa Oklahoma, Aug. 23, 1922, at 2:35 o'clock P. M.
in Book 412, page 627

By F. E. Dickson, Deputy (SEAL) O. D. Lawson, County clerk

207155 C.J. COMPARED

REAL ESTATE MORTGAGE

THIS INDENTURE, Made this 28th day of July A. D. 1922 between Frank Bryan and Edith C. Bryan, his wife of Tulsa County, in the State of Oklahoma parties of the first part, and Fred. W. Steiner of Tulsa party of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of Three Thousand Two Hundred Twenty Five and no/100 DOLLARS the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell, convey, and assign unto said party of the second part his heirs and assigns, all the following described property situated in Tulsa County and State of Oklahoma, to-wit:

Lot Seven (7) in Block Two (2) of the Subdivision of a part of
Five (5) in Terrace Drive Addition to the City of Tulsa, Tulsa
State of Oklahoma, according to the recorded plat thereof.

To have and to hold the same, together with all and singular the tenements and hereditaments and appurtenances thereunto belonging, or in anywise appertaining forever.

This conveyance is intended as a mortgage to secure the payment of forty-three promissory notes of even date herewith. One for \$75.00 due September 1, 1922 and one note in the principal sum of \$75.00 due on the first day of each and every month thereafter until all of said sum \$3225.00 has been paid; made to Fred W. Steiner or order, payable at Tulsa, Okla. with eight per cent interest per annum, payable semi-annually and signed by Frank Bryan and Edith C. Bryan

Said first parties hereby covenant that they are owners in fee simple of said premises and that they are free and clear of all incumbrances
That they have good right and authority to convey and encumber the same, and they will warrant and defend the same against the lawful claims of all persons whomsoever. Said first parties agree to insure the buildings on said premises in the sum of \$5,000.00 for the benefit of the mortgagees 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 Fifty and No/100 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 his heirs or assigns said sum (\$3225.00) of money in the above described notes men-

COMPARED

I hereby certify that the above described property is situated in Tulsa County, Oklahoma, and is subject to a mortgage in payment of mortgage tax on the within mortgage. Dated this 23 day of August 1922. WAYNE P. DICKERSON, County Treasurer