

Witness my hand and seal the day and year above written.

(Seal)

Leita Gibson

My commission expires Aug. 14, 1926.

Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, Dec. 7, 1922, at 1:00 o'clock P.M.  
and recorded in Book 426, Page 322.

By F. Delman, Deputy. (Seal)

O. D. Lawson, County Clerk.

215750 C.M.J. COMPARED

REAL ESTATE MORTGAGE.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$4.00 and issued Receipt No. 6523 therefor in payment of mortgage tax on the within mortgage.

Dated this 7 day of Dec 1922

WAYNE L. DICKEY, County Treasurer

Deputy

KNOW ALL MEN BY THESE PRESENTS: That Earl S. Grear and Besse M. Grear, 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 Oklahoma, to-wit: Lot Eight (8), Block Twelve (12), Hillcrest 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 Four Hundred \$400.00 Dollars, with interest thereon at the rate of ten per cent. per annum payable monthly from maturity according to the terms of Twenty (20) certain promissory notes described as follows, to-wit:

Twenty notes of \$20.00 each, all dated December 6th, 1922, one due January 6th, 1922, and one due on the 6th day of each month until all are paid.

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 the 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 Fifty \$50.00 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