

the second part his heirs, executors or administrators, against said party of the first part, their successors or assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, The said party of the first part hereto has caused these presents to be signed in its name by its president, and the corporate seal to be affixed, attested by its Secretary at Tulsa, Oklahoma, the year and day first above written.

ATTEST:

By Emma G. Carr Sec'y (CORPORATE SEAL) TERRACE DRIVE COMPANY  
Name of Corporation  
(Secretary or Officer required by company's By-laws) By J. M. Gillette  
STATE OF OKLAHOMA, Tulsa County, SS. President

Before me, The Undersigned a Notary Public in and for said County and State, on this 19th day of October 1922, personally appeared J. M. Gillette to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed, of such corporation, for the uses and purposes therein set forth.

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

My commission expires June 4th 1924 (SEAL) R. D. Siegfried, Notary Public  
Filed for record in Tulsa County, Tulsa Oklahoma, Dec. 6, 1922 at 4:30 o'clock P. M.  
in book 427, page 630

By F. Delman, Deputy (SEAL) O. D. Lawson, County Clerk

215675 C. J. COMPARED

REAL ESTATE MORTGAGE

I hereby certify that I received \$1,200 and issued Receipt No. 6568 therefor in payment of mortgage tax on the within mortgage.

Dated this 6 day of Dec 1922  
WAYNE L. DICKEY, County Treasurer

KNOW ALL MEN BY THESE PRESENTS: That Ruth I. Agard and R. H. Agard, her husband, 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 Eleven (11), Block Two (2), Melrose 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 ten per cent. per annum payable semi-annually from date according to the terms of seven (7) certain promissory notes described as follows, to-wit:

Three notes of \$500.00 each; one note of \$200.00 ; three notes of \$100.00 each, all dated December 4th, 1922, 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 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