

this 13th day of September, 1922, personally appeared Geo. C. Wetherbee and Thos. E. Shafer to me known to be the identical persons who subscribed the name of the maker thereof to the foregoing instrument as its President and Secretary, and acknowledged to me that they executed the same as their 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.

Witnessed my hand and Notarial seal the day and year above set forth.

(SEAL) Minnie L. Hall, Notary Public.

My commission expires 7/10/23.

Filed for record in Tulsa County on Sept. 18, 1922, at 4:40 P.M. and duly recorded in Book 422 - page 125. By F. Dolman, Deputy. (SEAL) O. D. Lawson, County Clerk.

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COMPARED

RML ESTATE MORTGAGE

Know all men by these presents: that Berry-Hart Company, a Corporation of Tulsa County, Oklahoma, party of the first part, has mortgaged and hereby mortgage to Southwestern Mortgage Company, Inc., Oklahoma, party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lots 1, 2, 3, 4, 5, Block 1, West 1/2 lot 6, Block 10, Lots 1, 2, 3, 4, Block 8, lots 5, 4, 3, Block 3, lots 1, 2, 3, 4, 5 Block 4, Lot 1, Block 5, lots 1, 2, 3, 4, Block 6, Lot 1, Block 7, Lots 4 and 5, Block 10, lots 1, 2, 3, 4, 5, Block 11, lots 1, 2, 3, 4, 5, Block 12, City View 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 sixteen hundred dollars with interest thereon at the rate of ten per cent per annum, payable semi-annually from date, according to the terms of twenty four (24) certain promissory notes described as follows; to-wit: twenty three notes of \$400.00 each, all dated September, 15th, 1922, one due October 15, 1922, and one due the 15th day of each month thereafter until all are paid. One note of \$800.00 dated September 15th, 1922, and due in two 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 further party further expressly agrees that in case of foreclosure of this mortgage, and so often as any proceeding shall be taken to foreclose same as herein provided, the mortgagee will pay to the said mortgagee sixteen 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 so 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 recited 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 as shall be assessed thereon, this mortgage shall be discharged and void, otherwise shall remain in full force and effect. If said insurance is not effected or maintained, or if any such taxes and assessments