

William L. Opwart, to me known to be the identical person who subscribed the above and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

Witness my hand and notarial seal the day and year last above written;

My commission expires April 8, 1934. (SEAL) Chas. B. Rawson, Notary Public.

Filed for record in Tulsa County, Okla. on Oct. 24, 1922, at 2:10 P.M. and duly recorded in book 428 - page 586, By F. Delman, Deputy. (SEAL) O.D. Lawson, County Clerk

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COMPARED  
PREPARED

# REAL ESTATE MORTGAGE.

Know all men by these presents: That A. A. Brooks and Stella Brooks, his wife, of Tulsa, County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to John A. Bernier, party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot twenty five (25) in Block "B" Medio sub-division, located in the Northeast quarter of the northwest quarter of section 8, township 19, north, range 12, east,

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 eleven hundred seventy, dollars with interest thereon at the rate of eight per cent per annum payable monthly from date, according to the terms of thirty nine certain promissory notes, described as follows, to-wit: Thirty nine notes of \$30.00 each, all dated October, 21st, 1922, one due on the 21st day of November, 1922, and one due on the 21st day of each month thereafter 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 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 one hundred twenty five dollars as attorney'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 judgement 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 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

TREASURER'S ENDORSEMENT  
I hereby certify that I received \$1170.00 and issued  
this 24th day of October 1922  
WAYNE L. DICKEY, County Treasurer