

titles charges, estates, judgements, assessments and encumbrances of whatsoever nature, against said lots by reason of any act or default of parties of the first part.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands

the day and year first above written.

Witnesses: C. H. Overton, Anne Overton.

State of Oklahoma )  
Tulsa County ) SS

Before me, the undersigned, a Notary Public, in and for said county and State on this 21st day of July, 1922, personally appeared C. H. Overton and Annie Overton his wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth,

IN TESTIMONY WHEREOF: I have hereunto set my hand and affixed my notarial seal the day and year last above written.

(SEAL) H. M. Price, Notary Public.

My commission expires January 15, 1922.

Filed for record in Tulsa County, Okla. for record on Sept. 11, 1922, at 4:00 P.M. and recorded in book 48 - page 77. by F. Delman, Deputy. (SEAL) O.D. Lawson, County Clerk.

208452 - BH COMPARED

#### REAL ESTATE MORTGAGE

Know all men by these presents, that H. E. Markey, a single man, of Tulsa County, Oklahoma, party of the first part, has 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 seven, (7) block one (1) Englewood 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, all dated September 8, 1922, and due in three years. One note of \$200.00 dated September 8, 1922, and due in three years. Three notes of \$100.00 each, all dated September 8, 1922, and due in three years.

Said first party agrees to insure the buildings on said premises for their reasonable value for the benefit of their mortgages 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 first party further agrees 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 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 party 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 <sup>and</sup> 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.