

and State, on this 27th day of November, 1922, personally appeared Chas. A. Silver, to me known to be the identical person who executed the within 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 official seal the day and year last above written.

My commission expires 7/24/23.

(SEAL) M. Craddock, Notary Public.

Filed for record in Tulsa County, Okla. on Nov. 29, 1922, at 9:30 A.M. and duly recorded in book 431, page 265, By F. Delman, Deputy; (SEAL) O.D. Lawson, County Clerk.

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COMPARED

OKLAHOMA MORTGAGE.

This indenture, made this 22nd day of November, in the year of our Lord, One thousand nine hundred and twenty two, between Max Price, a single man of Muskogee, Oklahoma, of the first part, and Conservative Loan and Trust Company, a corporation, of the second part.

Witnesseth; That the said party of the first part does hereby mortgage to the party of the second part, its successors and assigns, the following described real estate situated in Tulsa County, Oklahoma, to-wit:

The north half of the southwest quarter of Section 5, township

21 north, range 14 east,

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

This mortgage is given to secure the sum of Two thousand and no/100 dollars, with interest thereon at the rate of 6½ per cent, per annum, from date hereof, payable annually according to the terms and at the time and in the manner provided by one certain promissory note of even date herewith, with coupons for such interest thereto attached, and payable to the order of the mortgagee herein, on the dates therein specified (or in partial payments prior to maturity in accordance with stipulations therein) signed by first party.

It is expressly agreed and understood by and between the said parties hereto, that this mortgage is a first lien upon said premises, that the first party will pay said principal and interest at the time when the same fall due, and at the place and in the manner provided in said note, and will pay all taxes and assessments against said land when the same are due each year, and will not commit or permit any waste upon said premises, that the buildings and other improvements thereon shall be kept in good repair, and shall not be destroyed or removed without the consent of said second party, and shall be kept insured for the benefit of said second party, or assigns, against loss by fire, lightning and tornado for not less than - - - - dollars, in form and companies satisfactory to said second party. If the title to said premises be transferred, said second party is authorized, as agent of the first party, to assign the insurance to the grantee of the title.

It is further agreed and understood, that the said second party, or assigns, may pay any taxes or assessments levied against said premises, or any other sum necessary to protect the rights of such party, including insurance upon building, and recover the same from the first party, with ten per cent interest, and that every such payment is secured hereby, and that in case of foreclosure hereof, and as often as any foreclosure hereof may be filed, or note placed in the hands of an attorney for collection, the holder hereof may recover from the first party an attorney's fee of Two Hundred Dollars, which is secured hereby, and which the first party promises and agrees to pay, together with all costs.

It is further agreed, that any expense incurred by second party, or assigns, in litigation, or otherwise, including attorneys fees and abstract of title to said premises,