

of said Corporation, Exchange Trust Company, for the uses and purposes therein set forth, and in the capacity therein shown.

In witness whereof, I have hereunto set my hand and affixed my Notarial Seal of office in said county and State the day and year last above written.

My commission expires May 15, 1924.

(SEAL) E.P. Jennings, Notary Public.

Filed for record in Tulsa County, Okla. on Nov. 1, 1922, at 3:45 P.M. and duly recorded in book 431, page 36, By F. Delman, Deputy. (SEAL) O.D. Lawson, County Clerk.

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COMPARED

MORTGAGE OF REAL ESTATE.

We, J. C. Baker and Olga Baker, husband and wife, hereinafter called mortgagor, to secure the payment of Three Thousand dollars paid to mortgagor by mortgagee, do hereby mortgage unto Sophronia E. Schmidt as Guardian of Karl Desman Schmidt, mortgagee, the following described real estate, with all appurtenances, situate in Tulsa County, Oklahoma, to-wit:

All of the south sixty feet of lots seven (7) and eight (8) in Block thirteen (13) in Irving Place, an addition to the City of Tulsa, Tulsa County, Oklahoma,

Mortgagor warrants the title to above premises and that there are no liens or encumbrances thereon except as stated in this instrument,

This mortgage is executed to secure the performance of each obligation herein made by mortgagor, one of which obligation is to pay said mortgagee, his heirs or assigns, the said indebtedness above named, with interest as herein stated, to-wit: \$3000.00 represented by the three promissory notes of mortgagor, of even date herewith, as follows: One note for \$500.00 due October 31st, 1923.
One note for 500.00 due October 31st, 1924.
One note for \$2000.00 due October 31st, 1925,

each of said notes drawing interest at the rate of 8% per annum from October 31st, 1922, payable semi-annually. First parties will maintain fire and tornado insurance in sum not less than \$3000.00 with mortgage clause in favor of mortgagee who will hold policies. Each note above named bears interest at the rate of 8 per cent per annum, payable semi-annually from date.

Failure of mortgagor, his grantees, heirs or successors to pay the principal or any part thereof, or the interest thereon, when due, of any prior mortgage or lien on said real estate or any part thereof, shall render all money secured by this mortgage due and payable at once without notice.

In event of foreclosure of this mortgage, mortgagor agrees to pay an attorney's fee of ten dollars and ten per cent of principal and interest unpaid and this mortgage secures the same.

Mortgagor agrees to pay all taxes or assessments, general or special, levied against said premises when they are by law due and payable.

Now, if any said sum or sums of money secured by this mortgage, or any part thereof, or any interest thereon, is not paid when due, or if the taxes or assessments levied against said property, or any part thereof, are not paid when the same are by law due and payable, or if there is a failure to perform any obligation made in this mortgage, then or in either event the whole sum or sums of money, secured by this mortgage with all interest, thereon shall immediately become due and payable, and foreclosure may be had of this mortgage. Said mortgagor expressly waives the appraisal of said real estate and all benefit of the homestead exemption and stay-laws of