

215446 - BH

COMPARED

REAL 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 South-western 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:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, Block One (1)

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, Block two (2)

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, Block Three (3)

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, Block four (4)

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, Block five (5)

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, Block Six (6)

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, Block seven (7)

Lots, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, Block eight (8)

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, Block nine (9)

Lots, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, Block ten (10)

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, Block eleven (11) ✓

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, Block twelve (12) all in

Utica addition to the City of Tulsa, with all improvements thereon and appurtenances there to belonging, and warrant the title to the same,

This mortgage is given to secure the principal sum of Ten thousand dollars, with interest thereon at the rate of ten per cent per annum payable semi-annually from date, according to the terms of twenty (20) certain promissory notes described as follows, to-wit: Twenty notes of \$500.00 each, all dated December 1st, 1922, and all 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 first party further expressly 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 One Thousand 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, 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 interest thereon at the rate of ten per cent per annum

TREASURER'S ENCLOSURE
 I hereby certify that I received \$400.00 and issued
 receipt No. 6621 therefor in payment of mortgage
 tax on the within mortgage.
 Dated this 2nd day of Dec 1922
 WAYNE L. L. County Treasurer