

State of Oklahoma)SS

County of Muskogee) Before me, the undersigned, a Notary Public in and for said County and State, on this 6th day of November, 1922, personally appeared J. B. Stewart, a single man, 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.

Given under my hand and seal the day and year last above written.

My commission expires Feb. 17, 1924.

(SEAL) G. W. Bain, Notary Public.

Filed for record in Tulsa County, Okla. on Dec. 6, 1922, at 4:20 P.M. and duly recorded in book 431, page 468, By F. Delman, Deputy, (SEAL) O.D. Lawson, County Clerk,

6215673--BH

REAL ESTATE MORTGAGE.

Know all men by these presents: That Ruth I. Aard and R. H. Agard, her husband, of Tulsa County, parties of the first part, have 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 eleven (11) Block two (2) Melrose 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 percent per annum, payable semi-annually from date, according to the terms of seven (7) certain promissory notes described as follows: Three notes of \$500.00 each, one note of \$200.00, three notes of \$100.00 each all dated December 4th, 1922, and all due in three years.

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 Two 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 parties 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 affected and maintained, or if any and all taxes