

the second party shall have the option of declaring said trade of: and receive back the amount paid, or may extend the time as he shall see fit.

Witness:

Loretta E. Smith,
Milton F. Smith,
Party of the first part.

A. C. McCurdy,
Party of the second part.

State of Kansas)
Sedgewick County)

Be it remembered, that on this 23 day of Aug. 1922, before me, a notary public, in and for said county and state, personally appeared Loretta E. Smith and Milton F. Smith, her husband, 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 witness whereof, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

My commission expires June 18, 1925. (SEAL) Louis B. Hess, Notary Public.

Filed for record in Tulsa County, Okla. on Nov. 8, 1922, at 12:00, and duly recorded in book 431, page 82, By F. Delmar, Deputy. (SEAL) O. D. Lawson, County Clerk.

213247 - BH COMPARED

REAL ESTATE MORTGAGE.

Know all men by these presents: That Frank E. Browning and Nannie Browning, his wife, of Tulsa County, Oklahoma, parties of the first part have mortgaged and hereby mortgage to Southwestern Mortgage Company, Roff, Oklahoma, party of the second part, the following described real estate and premises, situated in --- County, State of Oklahoma, to-wit:

Lot eight (8) in Block two (2) GrandView Place
Addition to the city of Tulsa,

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

This mortgage is given to secure the principal sum of Seven hundred twenty dollars, with interest thereon at the rate of ten per cent per annum, payable semi-annually from date, according to the terms of twelve certain promissory notes, described as follows, to-wit: Twelve notes of \$60.00 each, all dated November 7th, 1922, one being due on the 7th day of December, 1922, and one being due on the 7th day of each month thereafter until all are paid.

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 One 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 parties shall pay or cause to be paid to said second

I hereby certify that I received \$125.00 and issued tax on the within mortgage. Dated this 23 day of August 1922. WAYNE L. DICKEY, County Treasurer