

A. B. Stuart,
E. C. Stuart,

State of Oklahoma)
County of Tulsa) Before me, a Notary Public, in and for the above named
County and State, on this 28th day of December, 1922, personally appeared A. B.
Stuart and E. C. Stuart, her husband, to me personally 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
purposes therein set forth.

Witness my signature and official seal the day and year last above written.
My commission expires March 31, 1926. (SEAL) Iva Latta, Notary Public.
Filed for record in Tulsa County, Okla. on Dec 28, 1922, at 1:45 P.M. and duly
recorded in book 432, page 84, By F. Delman, Deputy, (SEAL) O.D. Lawson, County Clerk.

217772 - BH COMPARED

REAL ESTATE MORTGAGE.

Know all men by these presents: That L. W. Kubitschek, single, 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 - - - County, State of Oklahoma,
to-wit: Lots nineteen (19) and twenty (20) in Block Twelve

(12) Capitol Hill 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 Eight
Hundred twenty dollars, with interest thereon at the rate of ten per cent per annum,
payable monthly from maturity according to the terms of ten (10) certain promissory
notes described as follows, to-wit: Ten notes of \$82.00 each, all dated December
21st, 1922, one due on January 21st day of each month thereafter until all are paid.

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 mortgagors will pay to the said mortgagee eighty two 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
be 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

TREASURER'S ENDORSEMENT
I hereby certify that I received \$82.00 and issued
a 10 20 20 therefor in payment of mortgage
dated this 29 day of Dec 1922
WAYNE L. DICKER, County Treasurer

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