

My commission expires April 12, 1926 (SEAL) E. E. Ford- Notary Public-Oswego, Kansas
 Filed for record at Tulsa, Tulsa County, Oklahoma, March 31, 1923 at 2:00 o'clock P. M. and
 recorded in Book 441 page 95

By Brady Brown - Deputy (SEAL) O. G. Weaver - County Clerk.

226270-ACM COMPARED REAL ESTATE MORTGAGE

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KNOW ALL MEN BY THESE PRESENTS:

That, Edwin B. Wilson and Howard J. Rutter, of Tulsa County, Oklahoma, parties of the first part have mortgaged and hereby mortgage to John O. Mitchell party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The Northeast Ten (10) acres of Lot Five (5) and the West Ten and Thirty-two hundredths (10.32) acres of Lot Five (5) in Section Twenty-three (23) Township Twenty (20) North, Range Twelve (12) East of the Indian Meridian, according to the Government survey thereof.

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 Fifty-five hundred and no/100 dollars, with interest thereon at the rate of eight per cent per annum, payable semi-annually from date according to the terms of several certain promissory notes, described as follows, to-wit:

Sixty (60) notes of Fifty Dollars (\$50.00) each dated April 14th 1920, numbered one (1) to Sixty (60) inclusive due monthly until all are paid, and one note for Twenty-Five Hundred (\$2,500.00) dollars dated April 14th, 1920, and due on or before May 14th 1925, all notes bearing interest from date at the rate of eight per cent, payable semi-annually

PROVIDED ALWAYS, that this instrument is made, executed and delivered upon the following conditions, to-wit: that said first parties hereby covenant and agree to pay all taxes and assessments of said land when the same shall become due and to keep all improvements in good repair and not to commit or allow waste to be committed on the premises.

It is further expressly agreed by and between the parties hereto that if any default be made in the payment of the principal sum of this mortgage, or any interest installment, or the taxes, insurance, premiums, or in case of the breach of any covenant herein contained, the whole of said principal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and said second party shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said parties of the first part hereby agree that in the event action is brought to foreclose this mortgage will pay a reasonable attorney's fee of 10% and One Hundred Dollars which this mortgage also secures

Parties of the first part, for said consideration do hereby expressly waive appraisal of said real estate and all benefits of the homestead, exemption and stay laws of in Oklahoma.

Dated this 14th day of April 1920.

Edwin B. Wilson
 Howard J. Rutter

STATE OF OKLAHOMA ss
 COUNTY OF TULSA

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