

STATE OF OKLAHOMA, Tulsa County, SS.

Before me, the undersigned, a Notary Public in and for said County and State, on this 23d day of March 1923, personally appeared Carl W. Gilllette to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above written.

My commission expires 6/4/24 (SEAL) R. H. Siegfried-Notary Public

Filed for record at Tulsa, Tulsa County, Oklahoma, March 24, 1923 at 11:10 o'clock A.M.

and recorded in Book 444 Page 548

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

225611-ACM

REAL ESTATE MORTGAGE

COMPARED

I hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears from the records of the County of Tulsa, Oklahoma.
 Dated this 26 day of March 1923
 WAYNE L. DICKEY, County Treasurer
 a. j. Deputy

KNOW ALL MEN BY THESE PRESENTS:

That J. D. Simmons and Effie E. Simmons, his wife of Tulsa, County, Oklahoma, parties of the first part have mortgage 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:

East forty-seven and one-half feet (E 47½') of the West ninety-four

and one-quarter feet (W94¼') of Lot Eight (8), Block Two (2), Orcutt

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 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 Fourteen (14) certain promissory notes described as follows, to-wit:

Six notes of \$1000.00 each, and eight notes of \$500.00 each, all dated March 24th, 1923, 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 party agrees 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 Thousand ## Dollars as attorney's fee therefor or solicitor's fee in addition to all other statutory fees; said fee to be due and payable upon the filing of the petition of 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