

In testimony whereof, I have hereunto set my hand and affixed my official seal the day and year above written.

(SEAL) Lucy Belle Johnston, Notary Public.

My commission expires July 8, 1926.

Filed for record in Tulsa County, Okla. on Feb. 21, 1923, at 2:20 P.M. and duly recorded in book 445, page 71, By Brady Brown, Deputy,

(SEAL) O.G. Weaver, County Clerk.

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COMPARED

222469 - BH

REAL ESTATE MORTGAGE.

7862  
Dated this 21 day of Feb. 1923  
WAYNE L. DICKEY, County Treasurer

Know all men by these presents:- That Harold S. Philbrick and MaBelle C. Philbrick his wife, and Robt. E. Adams and his wife of Tulsa County, Oklahoma, 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 fourteen (14) block three (3) Edgewood, Place  
addition to the City of Tulsa,

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

This mortgage is given to secure the principal sum of Four thousand dollars, with interest thereon at the rate of eight per cent per annum, payable semi-annually from date according to the terms of nine (9) certain promissory notes, described as follows, to-wit: Two notes of \$1000.00 each, three notes of \$500.00 each, one note \$200.00; and three notes of \$100.00 each, all dated February 17th, 1923, and all due in three years.

Said first parties agree to insure the buildings <sup>on said</sup> 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 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 four ~~hundred~~ <sup>described</sup> dollars as attorney's or solicitors 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 <sup>described</sup> 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 effected and maintained, or if any and all taxes and assessments which are or may be levied and assessed lawfully against said premises or any part thereof, are not paid before delinquent, then the mortgagee may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon at the rate of ten per cent per annum, until paid, and this mortgage shall stand as security for all such payments; and if said sums of money or any part thereof is not paid when