

COMPARED

March, 1923, personally appeared J. M. Gillette, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

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

(SEAL) Harold J. Sullivan, Notary Public.

My commission expires March. 4, 1924.

Filed for record in Tulsa, Tulsa County Oklahoma, March 10, 1923, at 11:30 A. M.
and recorded in Book 446, Page. 178.

By Brady Brown, Deputy.

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

224107-GB

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That W.F. Fleming, a single man, of Tulsa County, Oklahoma, party of the first part, has mortgaged and hereby mortgage to Theodora Haydon, Sandusky, N. Y. party of the second part, the following described real estate and premises situated in _____ County, State of Oklahoma, to-wit:

The south Half ($S\frac{1}{2}$) of the Southwest quarter ($SW\frac{1}{4}$) of
of the Northwest quarter ($NW\frac{1}{4}$) of Section Twenty-seven
(27), Township Nineteen (19), North, Range Twelve (12)
East, of the Indian Base and Meridian.

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W. F. FLEMING, County Treasurer

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 Eighteen Hundred ## DOLLARS, with interest thereon at the rate of ten per cent, per annum payable semi-annually from date according to the terms of one certain promissory note described as follows, to-wit: One note of \$1800.00 dated March 9th, 1923, and due in three years.

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 mortgagor will pay to the said mortgagee ONE HUNDRED EIGHTY # 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 judgment or decree rendered in action aforesaid, and collected and the lien thereof enforced in the manner as the principal debt hereby secured.

Not if the said first party shall pay or cause to be paid to said second party his heirs or assigns said sum of money in the above described note mentioned, together with the interest thereon according to the terms and tenor of said note 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