

COMPARED

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 TWO HUNDRED SEVENTY## 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 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 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 not paid before delinquent, the holder of said notes and this mortgage may elect to declare the whole sum or sums and interest thereon due and payable at once and proceed to collect said debt including attorney's fees, and to foreclose this mortgage, and shall become entitled to possession of said premises.

Said first party waives notice of election to declare the whole debt due as above and also the benefit of stay, valuation or appraisal laws.

IN WITNESS WHEREOF, said party of the first part has hereunto set his hand this 29th, day of March, 1923 H. E. Markey

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS

Before me, a Notary Public, in and for the above named County and State, on this 29th, day of March, 1923, personally appeared H. E. Markey, a single man, to me personally 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 signature and official seal, the day and year last above written.

(SEAL) IVA LATTA, Notary Public.

My commission expires March, 31, 1926.

Filed for record in Tulsa, Tulsa County, Oklahoma, March, 30th, 1923, at 2:30 P.M. and recorded in Book 446, page 353.

By Brady Brown, Deputy.

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

226161-GB

REAL ESTATE MORTGAGE

COMPARED

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
I hereby certify that I received \$120 and issued
Receipt No. 9563 to said parties in payment of mortgage mortgaged and hereby mortgage to Southwestern Mortgage
Company, Roff, Oklahoma, party of the second part, the
following described real estate and premises situated
in Tulsa County State, of Oklahoma, to-wit:

West forty-nine and three-fourths (W46 3/4) feet of Lot
Eight (8), Block Two (2), Orcutt Addition to the City
of Tulsa.