

Affiant further states that S. C. Nixon, owns or claims some right, title or interest in and to the premises as above described, and that the said S. C. Nixon is a non-resident of this county, and state and that this affiant cannot with reasonable diligence make service of the said notice referred to upon the said S. C. Nixon in this state.

Affiant makes this affidavit as provided by law that he may obtain by publication upon J. D. Robbins and S. C. Nixon.

J. P. Pautler, Certificate owner.

Subscribed and sworn to before me this ^{the} 15 day of April 1924.

(SEAL) Lola McCoy, Notary Public,

My commission expires Nov. 16, 1926.

Filed for record in Tulsa County, Okla., on April 15, 1924, at 4:35 P.M. recorded in book 448, page 542, Brady Brown, Deputy,

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

#255868 NS

REAL ESTATE MORTGAGE.

SEARCHED INDEXED
250
14518
16 April 4
S.B.

KNOW ALL MEN BY THESE PRESENTS; That Geo. S. Berry Company, a Corporation, of Tulsa County, Oklahoma, party, of the first part, has 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;

Lots One (1) to Ten (10) Inclusive Block One (1), Lots One (1) to Eight (8) Inclusive Block Two (2), Lots One (1) to Ten (10) Inclusive Block Three (3), Lots One (1), to Five (5) inclusive Block Four (4), Lots One (1) to Six (6) Inclusive Block Five (5), Lots One (1) to Twelve (12) Inclusive Block Six (6), Lots One (1) to Twelve (12) Inclusive Block Seven (7), Lots One (1) to Twelve (12) Inclusive, Block Eight (8), All in Bullette Heights Addition to the City of Tulsa, according to the recorded plat thereof.

IT is mutually agreed that lots covered by this mortgage will be released upon the payment of \$250.00 for each lot upon application of the mortgagor. 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 Twelve Thousand Five Hundred ## Dollars with interest thereon at the rate of ten per cent, per annum, payable semi-annually from date according to the terms of Seventeen certain Promissory notes described as follows, to-wit; Eight notes of \$1000.00 and nine of \$500.00, all dated April 14th, 1924, and all due in one year.

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 parties agree 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 Twelve Hundred Fifty ## 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 or 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.