

State of Oklahoma, County of Tulsa) SS, Before me, a Notary Public in and for the abovesaid County and State on this 25th day of February, 1924, personally appeared W. T. Freeman and Agnes Freeman, his wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their 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) M. Branson, Notary Public. My commission expires Feb. 11, 1928.

demand, and shall and will surrender peaceable possession of said premises and any and every part thereof, sold under said provisions, to said party of the second part, his successors, assigns, or purchaser thereof under such sale, within ten days after making such sale, and without notice or demand therefor.

In witness whereof, the said parties have herunto set their hands and seals the day and year first above written.

Executed in the presence of.

W. T. Freeman,
Agnes Freeman.

Filed for record in Tulsa County, Okla. on Feb. 26, 1924, at 3:20 P.M. recorded in book 448, page 94, Brady Brown, Deputy,

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

252038 - BH

REAL ESTATE MORTGAGE.

Know all men by these presents: That Carl P. Flynn and Ann Lee Flynn, his wife, of Tulsa County, Oklahoma, parties of the first part, have 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:

Lot eighteen (18) block six (6) Meadowbrook second

addition to the City of Tulsa,

with all improvements thereon and appurtenances thereunto belonging, and warrant the title to the same.

This mortgage is given to secure the principal sum of fifteen hundred dollars, with interest thereon at the rate of ten per cent per annum, payable semi-annually from date according to the terms of six certain promissory notes described as follows, to-wit: Two notes of \$500.00, one of \$200.00 and three of 100.00, all dated February 25th, 1924, 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 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 mortgagee one 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 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 be 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 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, the the mortgagee may effect such insurance or pay such