

Witness my hand and official seal.

My commission expires May 9th, 1927.

(SEAL) Lillian Hookaday, Notary Public.

Sedgewick, County, Kansas.

Filed for record in Tulsa County, Okla. on May 28, 1923 at 3:20 P.M. and duly recorded in book 455, page 174, By Brady Brown, Deputy.

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

231757 --BH

REAL ESTATE MORTGAGE.

I hereby certify that I received \$26 and issued Receipt No. 92269 therefor in payment of mortgage tax on the within mortgage.

Dated this 29 day of May, 1923

WAYNE L. HICKER, County Treasurer

Know all men by these presents: That Harry J. Whitaker and his wife, of Tulsa County, Oklahoma, parties of the first part have mortgaged 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 nine (9) Hillcrest
addition to the City of Tulsa,

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 five hundred dollars with interest thereon at the rate of ten per cent per annum, payable annually from date, according to the terms of eight (8) certain promissory notes described as follows, to-wit: Eight notes of \$50.00 each, all dated November 9th, 1922, one due on June 9th, 1923, and one due on the 9th day of each month thereafter until all are paid.

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 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 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, 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