

pledge themselves, and the lien of this mortgage shall extend thereto.

Non-compliance with any of the agreements made herein by mortgagor<sup>TS</sup> shall cause the whole debt secured hereby to mature at the option of the holder hereof, and no demand for the fulfillment of broken obligations conditions, and no notice of election to consider the debt due shall be necessary before instituting suit to collect the same and foreclose this mortgage, the institution of such suit being all the notice required. Should it become necessary to collect the debt secured hereby by suit, or should the holder of the note hereby secured so elect, then the sum of two thousand dollars as attorney's fee for collecting same be allowed, to be taxed as other costs in the suit.

Witness our hands this 28th day of May, 1923.

Executed and delivered in the presence of:

John Baker,  
Mary Agnes Baker.

State of Oklahoma )  
Tulsa County ) SS

Before me, a Notary Public, in and for said County and State, on the 28th day of May, 1923, personally appeared John Baker and Mary Agnes Baker, 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 <sup>as</sup> their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal, the day and date above written.

(SEAL) A. R. Schru, Notary Public.

My commission expires Dec. 4th, 1923.

Filed for record in Tulsa County, Okla. on May 29, 1923, at 3:20 P.M. and duly recorded in book 455, page 179, By Brady Brown, Deputy,

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

231863 - BH

REAL ESTATE MORTGAGE.

Know all men by these presents: That V. E. Bower and Virginia A. Bower <sup>his wife</sup>, of Tulsa County, Oklahoma, parties of the first part, have 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 twenty three and twenty four (23 & 24) Block one (1)

Baird 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 one thousand dollars, with interest thereon at the rate of ten per cent per annum payable semi-annually from date, according to the terms of five (5) certain promissory notes described as follows, to-wit: One note for \$500.00, one note for \$200.00 and three notes of \$100.00 each all dated May 28th, 1923, 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 said mortgagee one hundred dollars as attorney'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

COMPARED

Received of V. E. Bower and Virginia A. Bower  
9779  
tax of the said mortgage  
Dated this 29 day of May, 1923  
WAYNE L. LUCY, County Treasurer