

Attest: W. E. Graves, Ass't Secretary,

State of Oklahoma)

County of Jackson)

Before me, a Notary Public in and for said County and State, on this 26th day of January, 1923, personally appeared H. G. Switzgebel, to me known to be the identical person who subscribed the name of the maker thereof, Commerce Trust Company, to the foregoing instrument as its Vice-President, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the consideration, uses, and purposes therein set forth, and acknowledged the execution of the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

(SEAL) Guy P. Ridge, Notary Public within and for Jackson County, Missouri.

My commission expires November 8, 1923.

Filed for record in Tulsa County, Okla. on June 2, 1923, at 2:00 P.M. and duly recorded in book 455, page 214, By Brady Brown, Deputy,

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

232279 - BH

COMPARED

REAL ESTATE MORTGAGE.

Know all men by these presents: That Hazel May Rounds and B. F. Rounds, her husband, 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:

Lot five (5) in Block seventeen (17) Lindsey

Third 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 seventeen hundred dollars, with interest thereon at the rate of eight per cent per annum, payable monthly from date according to the terms of one certain promissory note, described as follows, to-wit: One note of \$1700.00 dated June 1st, 1923, and payable in monthly payments of \$50.00 each on the 1st day of each month until the entire note is 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 one 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 thereof shall be recovered in and 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.

COMPARED

Thereby certify that I have received of the above named parties the sum of \$1700.00 and issued Receipt No. 9857, which is the full amount of the mortgage tax on the within mortgage.

Dated this 4 day of June, 1923

WAYNE L. DICKS, County Treasurer

By \_\_\_\_\_ Deputy