

and all benefit of the homestead exemption and stay laws of the State of Oklahoma,

In witness whereof, the said party of the first part has hereunto set his hand the day and year first above written.

O. S. Smith.

State of Oklahoma)
Tulsa County) SS

Before me, E. E. Bateman a - - in and for said County and State, on this 7th day of July, 1923, personally appeared O. S. Smith to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

(SEAL) E. E. Bateman, Notary Public.

My commission expires Sept. 11th, 1926.

Filed for record in Tulsa County, Okla. on July 7, 1923, at 8:40 A.M. and duly recorded in book 455, page 566, By Brady Brown, Deputy.

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

235209 - BH

REAL ESTATE MORTGAGE.

Know all men by these presents: That Albert A. Ahrens, a single man of Tulsa, County, Oklahoma, party of the first part has mortgaged and hereby mortgages to South Western 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 twenty one (21) block four (4) City View

Mill 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 three thousand dollars, with interest thereon at the rate of ten per cent per annum, payable semi-annually from date according to the terms of eight (8) certain promissory notes described as follows, to-wit: One note of \$1000.00, three notes of \$500.00 each, one note of \$200.00, and three notes of \$100.00 each, all dated July 6th, 1923, and all due in three years.

Said first party agrees 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 party agrees to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first party further expressly agrees 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 three hundred dollars as attorney 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,