

REASUREMENT INSTRUMENT

I hereby certify that I received \$1,200 and being
 Receipt No. 74-36 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 11 day of May 1923

WAYNE L. DICKEY, County Treasurer

230213 - BH

COMPARED

REAL ESTATE MORTGAGE.

Know all men by these presents, that Bertha M. Herrick, of Tulsa, County, in the State of Oklahoma, party of the first part has mortgaged and hereby mortgage to Arthur Ries, of Tulsa County, State of Oklahoma, party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot twenty (20) in Block two (2) Ridgedale Terrace
 second addition to the City of Tulsa, according to the
 recorded plat thereof;

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

Provided always, and these presents are upon the express condition that whereas, said Bertha M. Herrick, has this day executed and delivered one certain promissory note in writing to said party of the second part; described as follows: For three hundred dollars (\$300.00) payable ten (10) months after date with interest at the rate of eight (8) per cent per annum payable at maturity.

Now, if the said party of the first part shall pay or cause to be paid to the said party of the second part, his heirs, assigns, the sum of money in above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void, and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof, is not paid when the same by law are made due and payable, then the whole of said sum or sums, and interest thereon, shall by these presents become due and payable, and said party of the second part shall be entitled to the possession of said premises. Said party of the first part hereby agrees to procure and maintain policies of insurance on the buildings erected and to be erected upon the above described premises, in some responsible insurance company to the satisfaction of the legal holder or holders of this mortgage to the amount of - - - dollars, loss, if any, payable to the mortgagee or assigns. An attorney fee of thirty and no/100 dollars may be taxed and be made part of the costs of foreclosure, providing this mortgage is foreclosed by an attorney of record of this state.

In witness whereof, the said party of the first part has hereunto set her hand this 15th day of March, A.D. 1923,

Bertha M. Herrick.

State of Oklahoma)
 County of Tulsa) SS

Before me, Ona Cook, in and for said County and State, on this 15th day of March, 1923, personally appeared Bertha M. Herrick to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal this 15th day of March, 1923.

(SEAL) Ona Cook, Notary Public.

My commission expires January, 23, 1926.

Filed for record in Tulsa, Okla. on May 11, 1923, at 11:50 A.M. and duly recorded in book 455, page 58, By Brady Brown, Deputy,

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