

and also the benefit of stay, valuation or appraisal laws.

IN WITNESS WHEREOF, said parties of the first part have hereunto set their hands this 13th day of July, 1923.

Danna F. Hardy

Emily M. Hardy

STATE OF OKLAHOMA, )  
County of Tulsa ) SS.

Before me, a Notary Public, in and for the above named County and State, on this 13th day of July, 1923, personally appeared Dana F. Hardy and Emily M. Hardy, husband & wife, to me personally known to be the identical persons who executed the within and foregoing instrument and acknowledged to me, that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my signature and official seal, the day and year last above written.

My commission expires March 31, 1926

(SEAL)

Iva Latta, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, July 13, 1923 at 3:00 o'clock P. M. in Book 464, page 157

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

235648 C.J. COMPARED

REAL ESTATE MORTGAGE

TREASURER, FORSUMP... KNOW ALL MEN BY THESE PRESENTS: That S. M. Bell of I hereby certify that I received \$2.20 and issued Receipt No. 12628 therefor in payment of mortgage tax on the within mortgage.

Dated this 14 day of July, 1923

W.W. Stucky

County Treasurer

has 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 Eleven (11), Block Two (2), Bell-McNeal Addition to the City of Tulsa.

The above described property is not the homestead of grantor and has never been occupied by him as such.

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 -----annually from maturity according to the terms of one certain promissory note described as follows, to-wit:

One note of \$1000.00 dated July 13, 1923, and due in one month.

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 ONE THOUSAND ## 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