

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 hand and official seal the day and year last above written.

(SEAL) D. W. Peel, Jr., *Notary Public*

My commission expires April 18, 1925.

Filed for record in Tulsa County, Okla. on Aug. 2, 1923, at 1:30 P.M. and duly recorded in book 467, page 108, By Brady Brown, Deputy.

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

COMPARED

237170 - BH

REAL ESTATE MORTGAGE.

Know all men by these presents, that Mrs. E. A. Swanson and Emil Swanson, her husband, mortgagors, of Okmulgee County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to J. S. Clarke, party of the second part, the following described real estate and premises situated in Tulsa County, Oklahoma, to-wit:

Commencing at the northwest corner of lot two (2) section 19, township 20 north, range 13 east, thence south two hundred seven and eight tenths feet (207.8'); thence east one hundred feet (100') to a point thence northeasterly three hundred six and two tenths feet (306.2') to the north line of said lot two, (2) thence west three hundred twenty five (325) feet to westline of lot two (2) to beginning, being a part of lot 2 (2) of section nineteen (19) township twenty (20) north, range thirteen (13) east of the Indian Base and Meridian, in Tulsa County, according to the United States survey thereof, together with one Delco system installed on said premises and together with all other appliances and appurtenances placed on said premises or hereafter to be

placed on said premises and used in connection with a filling station, 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 two thousand dollars with interest thereon at the rate of ten per cent per annum, payable semi-annually from the date hereof according to the terms of one certain promissory note described as follows; to-wit:

"\$2000.00

Okmulgee, Oklahoma July 25, 1923.

Two years after date, we, promise to pay to J. S. Clarke, or order, two thousand (2,000.00) dollars for value received at the American National Bank of Okmulgee, Okla with interest from date at 10 per cent per annum, payable semi-annually, until paid, and ten per cent additional as attorney's fees if placed in the hands of an attorney for collection or suit is filed thereon. The makers and endorsers hereof hereby severally waive protest, demand and notice of protest, and non-payment on case this note is not paid at maturity, and agree to all extensions and partial payments before of after maturity without prejudice to holder.

Mrs. E. A. Swanson,
 Emil Swanson.

Due July 25, 1925.

It is understood and agreed that the parties of the first part will keep the premises herein insured in the sum of at least \$2500.00.

Provided always, that this instrument is made, executed and delivered upon the following conditions, to-wit: that said first parties hereby covenant and agree to pay all taxes and assessments of said land when the same shall become due and to keep all improvements in good repair and not to commit or allow waste to be committed on the premises.

It is further expressly agreed by and between the parties hereto that if any default