

State of Oklahoma, Tulsa County, SS

Before me, a Notary Public, in and for said County and State, on this 24 day of August, 1923, personally appeared J. H. Thomas, and Eugenia Thomas, his wife, and F.L. Brooks to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed and deed for the uses and purposes therein set forth.

Witness my hand and seal as such notary public on the day last above mentioned.

(SEAL) One Cook, Notary Public.

My commission expires Jan. 23, 1926.

Filed for record in Tulsa County, Okla. on Aug. 25, 1923, at 12: and recorded in book 467, page 383, By Brady Brown, Deputy.

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

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COMPARED

REAL ESTATE MORTGAGE.

I hereby certify that I received \$128.15 and a
Receipt No. 1281 therefor in payment of the
tax on the within mortgage.

Dated this 27 day of August 1923.

W.W. Stucky

Know all men by these presents: That Fred W. Steiner, a single man, of Tulsa County, Oklahoma, party 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 eighteen (18) Block seven (7) Hillcrest
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 twenty five hundred dollars, with interest thereon at the rate of eight per cent per annum, payable semi-annually from date according to the terms of eight certain promissory notes described as follows, to-wit: Four notes of \$500.00 each, one note of \$200.00, and three notes of \$100.00 each, all dated August 24th, 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 proceedings shall be taken to foreclose same as herein provided, the mortgagor will pay to the said mortgagee two hundred fifty 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 judgement 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 party 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, together with the interest thereon, according to the terms and tenor of said notes and shall make and maintain such insurance and pay such taxes and assessments then these presents shall be wholly discharged and void, otherwise shall remain in full force and effect, if said insurance is not effected, and maintained or if any and all taxes and assessments which are or may be levied and assessed lawfully against said premises, or any part thereof, are