

8. It is expressly agreed and understood that the party of the second part shall have the right to pay and discharge at his option any and all liens or incumbrances upon said property prior or superior to this mortgage debt, and upon paying and discharging such lien or incumbrance the party of the second part shall be entitled to recover the same with interest at 10 per cent upon the amount so paid, from the parties of the first part and said sum shall be and become a part of the mortgage debt secured by these notes and may be recovered in the foreclosure thereof at the option of the party of the second part.

In witness whereof, the said parties of the first part have hereunto subscribed their names on the day and year first above written.

Asa Rose,  
Carrie Rose.

State of Oklahoma )  
County of Tulsa ) SS

Before me, Amy M. Walton, a Notary Public, in and for said county and state on the 6th day of September, 1923, personally appeared Asa Rose and Carrie Rose husband and wife to me 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 hand and official seal on the date last above written.

(SEAL) Amy M. Walton, Notary Public.

My commission expires June 12th, 1927.

Filed for record in Tulsa County, Okla. on Sept. 6, 1923, at 10:30 A.D. recorded in book 467, page 498, Brady Brown, Deputy,

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

239482 - BH

REAL ESTATE MORTGAGE.

Know all men by these presents: That F. T. Goodnight and Josephine Goodnight, his wife, of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Southwestern Mortgage Company, Raff, Okla., party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

South fifty feet of lot thirteen (13) Block eleven (11)

Capitol Hill second 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 one thousand dollars, with interest thereon at the rate of ten per cent per annum, payable semi-annually from date according to the terms of five certain promissory notes described as follows, to-wit: One note of \$500.00, one note of \$200.00 and three notes of \$100.00 each, all dated September 4th, 1923, and all due in two years.

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

Said first parties further expressly agree 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 hundred 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