

purposes therein set forth.

COMPARED

Given under my hand and seal the day and year last above written.

(SEAL) E. A. Thompson, Notary Public.

My commission expires Nov. 14, 1926.

Filed for record Tulsa County, Sept. 8, 1923, at 11:40 A.M. recorded in book 467, page 504, Brady Brown, Deputy,

(SEAL) O.G. Weaver County Clerk

239483 - BH

COMPARED

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, Roff. Okla., party of the <sup>second part</sup> following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit: North fifty feet of lot twelve (12) & North fifty feet of lot thirteen, block eleven(11) Capitol Hill 2nd 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 each, all dated September, 4, 1923, and all due in two years,.

Said first parties agree to insure the building 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 thereon shall be recovered in said foreclosure suit and included in any judgement or decree <sup>Rendered</sup> in action as aforesaid, and collected, and the lien thereon enforced in the same manner as the principal debt hereby secured.

Now if the said first parties 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 not paid before delinquent, then the mortgagee may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon at the rate of ten per cent per annum, until paid, and this mortgage shall stand as security for all such payments, and if said sums of money or any part thereof is not paid when due, or if such