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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 at Tulsa, Tulsa County, Oklahoma, Sept. 4, 1923, at 3:50 o'clock P.M. and recorded inbook 468, page 249.

By Brady Brown, Deputy.

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

#239357 NS

REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS;

That Philip M. McKeever & Nan E. McKeever, 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 second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit;

Lot One (1), Block Seventeen (17), Burgess Hill 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 Two Hundred Seventy Five ## 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 \$275.00 dated August 30, 1923, and due in three months.

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 part.. 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 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 judgment 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 parties shall pay or cause to be paid to said second party, its heirs or assigns said sum .. of money in the above described note.. mentioned, together with the interest thereon according to the terms and tenor of said note.. 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