

474 consideration of the the payment of said notes do hereby release said mortgage and all rights, claims, or equities thereunder.

In witness whereof I have hereunto set my hand this 29th day of October, 1923.

F. B. Dillard,

State of Oklahoma)
County of Tulsa) SS

On the 29th day of October 1923, before me the undersigned a notary public, in and for the County and State aforesaid, personally appeared F. B. Dillard, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year first above written.

(SEAL) J. E. Abbott, Notary Public,

My commission expires April 2, 1927.

Filed for record in Tulsa County, Okla. on Nov. 16, 1923, at 4:20 P.M. recorded in book 474, page 394, Brady Brown, Deputy,

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

244667 - BH

COMPARED

REAL ESTATE MORTGAGE.

Know all men by these presents: That S. W. Mitchell and Myra Mitchell, of Tulsa County, Oklahoma, parties of the first part have mortgaged and hereby mortgage to Southwestern Mortgage Co. Roff, Okla., party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

All of lots thirteen, fourteen and fifteen (13, 14 & 15)

Block three (3) of Bozarth Acres, the same being a subdivision of the west $\frac{1}{2}$ of the southwest $\frac{1}{2}$ of section 33, township 19 north, range 12 east, Tulsa County, Oklahoma, according to the duly recorded plat thereof,

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 ten 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 November 15th, 1923, and all due in three 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 farther 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 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 therein 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.

----- TREASURER'S ENDORSEMENT

I hereby certify that I received \$150 and issued Receipt No. 12469 thereon in payment of mortgage tax on the within mortgage.
Dated this 16th day of Nov., 1923
J. E. Abbott, Notary Public
8B Deputy