Upon satisfaction of this mortgage the mortgagor agree s to accept from the mortgages a duly executed release of same, have it recorded and pay the cost of recording. The foregoing covenants and conditions being kept and performed, this conveyance shall be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the said party of the first part has bereunto set his band the day and year first above written.

Robert W. Thomas

141

STATE OF OKLAHOMA County of Julsa

475

Before me, the undersigned, a Notary Public in and for said County and State, on this 20 day of September 1923, personally appeared Robert W. Thomas, a single man, 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.

WITNESS my hand and official seal.

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(SEAL) Chris Pearson, Notary Public My commission expires January 4, 1925 Filed for record in Tulsa County, Tulsa Oklahoma, Sept 21, 1923 at 3:05 o'clock P. M. in Book 475, page 137 (SEAL) 0. G. Weaver, County C, erk

REAL ESTATE MORTGAge

TREASURER'S ENDORSEMENT Receipt Nc/16/0 then of a payment of mongage tax on the within more se. Dated this 22 day of Suph . 192 3

By Brady Brown, Deputy

240559 C.J.

 $\square$ 

KNOW ALL MEN BY THESE PRESENTS: That Dana F. Hardy and I brief regive bert served S #2 and issued Emily M. Hardy, his wife, of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Southwestern Mortgage Company, Roff, Okla. W. W Stackey, County Treasurer, party of the second part, the following described real estate and premises situated in Tulse County, State of Oklahoma, to-wit:

COMPARED

Lot Eight (8), Block Fourteen (14), being a re-subdivision of Block Six (6), and Lots Ohe, Two & Three (1,2 & 3), Block Four (4), Terrace Drive 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 THOUSAND SEVENTY FIVE ## DOLLARS, with interest thereon at the rate of 10 per cent. per annum payable monthly from maturity according to the terms of one certain promissory note described as follows, to-wit One note of \$2075.00 dated September 21, 1923, and due in one month.

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 Said first parties agree to pay all taxes and assessments lawfully assessed this mortgage. 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 Iwo 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 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.