

STATE OF OKLAHOMA,)
COUNTY OF TULSA) SS.

Before me, a Notary Public, in and for the above named County and State, on this 15th day of October, 1923, personally appeared S. M. Bell to me personally 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 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 in Tulsa County, Tulsa Oklahoma, Oct 17, 1923 at 10:30 o'clock A. M. in Book 475, page 509

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

242315 G. J.

TREASURER'S ENDORSEMENT

I hereby certify that the above and issued Receipt No. 12043 is a true and correct copy of the mortgage tax on the within mortgage.

Dated the 18 day of Oct. 1923

W. W. Suckey, County Treasurer

Deputy

REAL ESTATE MORTGAGE COMPARED

KNOW ALL MEN BY THESE PRESENTS: That S. M. Bell of Tulsa County, Oklahoma party of the first part, has 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 Six (6), Block Five (5), City View Hill Addition to the City of Tulsa.

The above described property is not the homestead of mortgagor and has never been occupied by him as such.

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 annually from maturity according to the terms of one certain promissory note described as follows, to-wit:

One note of \$1000.00 dated October 15, 1923, and due in one month.

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

Said first party further expressly agrees 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 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 first party 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