

475 STATE OF GEORGIA, }
CHATHAM COUNTY. } SS.

Before me, J. F. Slaton, a Notary Public, in and for said County and State, on this 18th day of October, A. D. 1923, personally appeared J. F. Buckner, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice-President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth,

WITNESS my hand and official seal the day and year last above written.

My Commission expires August 10th, 1924 (SEAL) J. F. Slaton, Notary Public
S.B.

Filed for record in Tulsa County, Tulsa Oklahoma, Oct 23, 1923 at 4:30 o'clock P. M. in Book 475, page 628

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

242913 C.J.

REAL ESTATE MORTGAGE

COMPARED

TREASURER'S ENDORSEMENT

I hereby certify that I received \$600 and issued Receipt No. 2153 therefor in payment of mortgage tax on the within mortgage.

Dated this 24 day of Oct, 1923

W. W. Sackey, County Treasurer

Deputy

KNOW ALL MEN BY THESE PRESENTS: That Berry-Hart

Company, a Corporation, of Tulsa County, Oklahoma,

party of the first part, has mortgaged and hereby mort-

gage 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: an undivided one-half (½) interest in Lots One (1) to Four (4) inclusive, in Block One (1), Lots One (1) to Ten (10) inclusive, in Block Two (2), Lots one (1) to Five (5) inclusive, in Block Three (3), ~~Lots One (1) to Five (5) inclusive, in Block Four (4)~~ ~~Lots One, Two, Three, Four,~~ Lots One, Two, Three, Four, Five, Nine, and Ten. (1, 2, 3, 4, 5, 9 & 10) in Block Five (5),

Lots One (1) to Five (5) inclusive, in Block Six (6), all in Dunbar Addition to the City of Tulsa, according to the 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 TEN THOUSAND ## DOLLARS, with interest thereon at the rate of ten per cent. per annum payable semi annually from date according to the terms of ten certain promissory notes described as follows, to-wit:

Ten notes of \$1000.00 each, all dated October 20th, 1923, and all due in three years.

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 THOUSAND ## Dollars as attorney's or solicitor's fees therefor, in addition to all other Statutory fees; and 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 sums of money in the above described notes mentioned, together with the