

STATE OF OKLAHOMA }
COUNTY OF TULSA. } ss.

Before me, Virginia Owen, a Notary Public in and for said County and State on this 18th day of October, 1923, personally appeared J. F. Pitt, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same for the uses and purposes therein set forth.

Witness my hand and seal this the 18th day of October, 1923.

My commission expires Jan. 23, 1927 (SEAL) Virginia Owen, Notary Public
Filed for record in Tulsa County, Tulsa Oklahoma, Oct 29, 1923 at 11:55 o'clock A. M.
in Book 480, page 54

By Brady Brown, Deputy (SEAL) O. G. Weaver, County Clerk

243249 C. J. REAL ESTATE MORTGAGE COMPARED
TREASURER'S ENDORSEMENT
I hereby certify and received \$1.50 and issued Receipt No. 12250 for payment of mortgage tax on the within instrument.
Dated this 30 day of Oct 1923
W. W. Stanley, County Treasurer
S. B. 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 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:

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 Four (4), inclusive in Block Four (4), Lots One, Two, Three, four, five, nine, and ten, (1,2,3,4,5,9, and 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 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 Five certain promissory notes described as follows, to-wit:

Five notes of \$500.00 each, all dated October 23rd, 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 the 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 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 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 interest thereon according to the terms and tenor of said notes and shall make and maintain such insurance and pay such taxes and assessments then these presents shall be wholly