recorded plat thereof, situated in Tulsa Courty, Oklahoma, with all the improvements thereon and appurtenences thereunto belonging and warrant the title to the same.

To have and to hold said described property onto the said H. V. Fike, and unto his heirs and sasigns, forever, the and clearof all taxes, judgements, mortgages or other incumbrances of any nature, except a mortgage for \$2500.00 to the Oklahoma City Building & Loan Ass'n of Oklahoma City, Okla., also local improvement basessments of the City of Tulsa due in 1924, and thereafter which the gratee assumes and agrees to pay.

Dated at Siloam Springs, Arkansos, on this the 14th day of January, 1924.

W. H. Dunlap, Claudia Dunlap, B. H. Ball, Mary D. Ball.

State of Arkenses)
(SS)
County of Benton ) Beforeme, a Notary Public, in and for said County and State, on this
14th day of January, 1924, personally appeared W. H. Dunlap and Claudia Dunlap, his wife,
and B. H. Ball and Mary D. Ball, his wife, to me knownto be the identical peace who executed
the within and foregoing instruent, and acknowledged to me that they executed the same as their
free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal, the day and year above setfort.

(SEAL) Tom Williams, Notary Public.

My commission expires 12/4/1926.

Filed for record in Tulsa County, Okla. on Jan. 23, 1924, at 10:00 A.M. recorded in book 481, page 415, Brady Brown, Deputy.

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

2495**9**1 - BH

COMPARED

REAL ESTATE MORTGAGE.

Know all memby these presents: That W. O. Heizer and Ethel Mam Heixer, his wife, and W. L. McCaskey, and Sibyl B. McCaskey, his wife, of Tulsa County, Oklahomal parties of the first part, have mortgaged and hereby mortgage to Southwestern Mortgage Company, Reff. Okla. Party of the second part, th following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot eight (8) block-five (5) Pilcher Summitt addition to the City of Tibs.

with all improvements thereon and appurtenances thereto belinging, and serrant the title to the same.

This mitgage is given to secure the principal sum of thirty five hundred dollars, with interest thereon at the rate of 10 per cent per annum payable semi-annually from date, according to the terms of eight certain promissory notes described as follows, to-wit:

Two notes of \$1000.00 each; two notes of \$500.00 each; one note of \$200.00; and three notes of \$100.00 each; all dated January 21st, 1924, and all due in three days. Well

Said firstporties agree to insure the buildings on said premises for their resonable value for the benefit of the mortgagee and maintain such insurance during the existance of this mrtgage. Said first parties agree to pay all taxes and assessments lawfully assessed 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 sall be taken to foreclose same as herein provided, the mortgager will pay to the sandamtgager, three hundred fify dollars on attorney's or colicitor's fees therefor, in addition to all other statutory fees: said fee to be due and payable upon the filing of the patition for foreclosure and the same shall be a further charge and lien

381

0

()

 $\bigcirc$ 

.

\*

5

U