

Personally appeared before me, the undersigned Notary Public in and for Tulsa County, Oklahoma, W. S. Fly and Florence Fly, husband and wife, to me well known as the persons who signed and executed the above and foregoing instrument of writing, and acknowledged to me that they executed the same as their free own free and voluntary act and deed, for the purposes and consideration as therein set forth. Executed this 10th day of January, 1924.

My commission expires Feb. 4th, 1925. (Seal) Lewis G. Melone, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, Jan. 14, 1924, at 4:25 o'clock P.M. and recorded in Book 483, Page 146.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.

246922 O.C.M.J. 120 REAL ESTATE MORTGAGE.

COMPALED

Person 133/2

W. S. Fly and Florence Fly

Dated this 14 day of Jan. 1924

W. S. Fly, County 8.B.

KNOW ALL MEN BY THESE PRESENTS: That C.W. Day and Ermina B. Day, his wife of Tulsa County, Oklahoma, parties of the first part, have 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:

East Twenty (20) feet of Lot Fourteen (14) and West Twenty (20) feet of Lot Fifteen (15) Block Five (5) Highlands Second 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 ## Dollars, with interest thereon at the rate of ten per cent per annum payable semi annually from date according to the terms of seven certain promissory notes described as follows, to-wit:

Three notes of \$500.00 each; one note of \$200.00; and three notes of \$100.00 each, all dated January 12, 1924, and all due in three years.

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 this mortgage. 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 shall be taken to foreclose same as herein provided, the mortgagor will pay to the said mortgagee Two 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 parties shall pay or cause to be paid to 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 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 mortgagee may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon at the rate of ten per cent per annum.