

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 hand and official seal the day and year above written.

My commission expires Nov. 23, 1926.

(SEAL) Mac Rupp, Notary Public.

Filed for record at Tulsa, Tulsa County, Oklahoma, June 3, 1924, at 4:35 o'clock P.M. and recorded in book 488, page 376.

By Brady Brown, Deputy.

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

#260038 NS

REAL ESTATE MORTGAGE

TREASURER'S ENDORSEMENT
I hereby certify that I received \$ 750.00 and issued
Receipt No. 15240 therefor in payment of mortgage
due on the within mortgage.
Dated this 6 day of June 1924
W. W. Stuckey, County Treasurer
Deputy

KNOW ALL MEN BY THESE PRESENTS; That S.W. Mitchell and Myra Mitchell, 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;

Lot Thirty-three (33) Block B in Farm Colony Sub-division located in the Northeast Quarter of Section 6, Township 19 North, Range 12 East 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 Seven Hundred Fifty 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;

One note of \$300.00, one of \$200.00, two of \$100.00 and one of \$50.00, all dated June 3rd, 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, Seventy-five 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 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 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, until paid, and this mortgage