to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and yountary act and deed for the uses andpurposes therein set forth,

Witness my hand and notiarial seal the day and year last above written My commission expires Aug, 1. 1928 (seal) Hildred Firey Notary Public Filed for recorde in Tulsa. Tulsa County, Oklahoma, November 15th. 1924 at 11.50 O'Clock A. M. and recorded in Book 459, Page 349. By Brady Brown Deputy (seal) O. G. Weaver County Clerk

TREASURER'S ENDORSEMENT #27379hore Scorify that I received \$0,28 and READ ESTATE MORTGAGE ;

489

1.4%

Receipt No////2 Therefor in payment of morphage tax on the within mortgage. Dated this day of 192, and Helen Fern Parks, his wife of Tulsa County, Oklahoma, W. W Stuckey, County Treasurer We parties of the first part, have mortgaged and hereby mort-

gage. to Southwestern Mortgage Company, Roff, Okla., party of the fecond part, the following described real estate and premises satuated in Tulsa County, State of Oklahoma, to-wit;

North 50 feet of Lot Six (6) Block Four (4) Highlands

Addition to the City of Tulsa,

With all improvements thereon and appurteanaces thereto belonging, and warrant the title to the same.

Thismortgageis given to secure the principal of SEVEN HUNDRED, TWENTY ## Dollars, with interest therin at the rate of eight per cent per annum payable mounthly from date according to the terms of one certain promissory note described as follows. to-wit;

One note of \$720.00 dated November 26th, 1924, payable in installments

of \$30.00 per month , one due on the 26th day of December , 1924 and one

due on the 26th day of each month thereafteruntil all are paid.

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 existance 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 forechose same as herein provided; the mortgagor will pay to the mortgagee, Seventy Five ## Dollars as attanney'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 lein upon said premises described in this mortgage and the amount there is shall be recorverd in said foreclosure suft and included in any judgment or decree rendered in action as aforesaid, and collected and the lien thereof enforeced 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 note ... mentioned,, together with utu the interest thereon according to the terms and tenor of said note and shall make the maintain such insurance and pay such taxes and assessments then these presents shall be wholly deschargen 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 lawfullyagainst said pemises, or any part thereof, are not paid before delinguent, then the mort gagee, may effect such insurance or pay such taxes and assessments and shall be allowed interest therein at the rate of ten per cent per annum, until paid, and this mortgage shall stand as security for all such payments; and if said sums of money or any part thereof is not paid when due, or if such insurance is not effected and maintained or any taxes or assessments are not paid before delinquent, the holder of said note and this mortgage may elect to declare