

this 1st day of October, 1924.

Frank O. Cavitt,
Minnie M. Cavitt.

State of Oklahoma)
County of Tulsa) SS

Before me, a Notary Public, in and for the abovenamed County and State, on this 1st day of October, 1924, personally appeared Frank O. Cavitt and Minnie M. Cavitt, his wife, to me personally known to be the identical persons who executed the within and foregoing instrument 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 signature and official seal, the day and year last above written.

(SEAL) M. Branson, Notary Public,

My commission expires Feb. 11th, 1928.

Filed for record in Tulsa Co. Okla. on Oct. 13, 1924, at 9:00 A.M. recorded in book 497, page 108, Brady Brown, Deputy.

(SEAL) O.G. Weaver, County Clerk. *1693*

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REAL ESTATE MORTGAGE.

Know all men by these presents : That S. M. Bell and Jessa L. Bell, 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 fifteen (15) block one (1) Bell & Neal 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 one thousand dollars with interest thereon at the rate of ten per cent per annum, payable monthly from maturity, according to the terms of one certain promissory note described as follows, to-wit: One note of \$1000.00 dated October 6th, 1924 and due in one month.

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 and as often as any proceeding shall be taken to foreclose same as herein provided, the mortgagors will pay to the said mortgagee one 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 thereof 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 sum of money in the above described note mentioned, together with the interest thereon according to the terms and tenor of said note 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