

This contract shall be binding upon the parties hereto their heirs, successors and assigns.

In witness whereof, the parties hereto have placed their hands and seals this 21st day of November, 1924.

L. J. Martin, Party of the first part.

M. L. Lamphere,

J. S. Evans, Party of the second part.

State of Oklahoma }
County of Tulsa } SS

Before me, the undersigned, a Notary Public in and for said County personally appeared L. J. Martin, to me known to be the identical person whose signature is attached hereto, who acknowledged to me that he had for the uses and purposes therein set forth executed the foregoing agreement as his free and voluntary act and deed.

Witness my hand and notarial seal this 21st day of November, 1924:

(SEAL) Virginia Owen, Notary Public.

My commission expires January 22, 1927.

Filed for record in Tulsa Co. Okla. on Nov. 22, 1924, at 11:20 A.M. recorded in book 497, page 441, Brady Brown, Deputy,

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

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REAL ESTATE MORTGAGE.

Know all men by these presents; that

R. M. McCreery and Oma McCreery, 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:

West 50 feet of lots seven (7) and eight (8) block
one (1) ^{Elm} ~~Law~~wood 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 three thousand dollars, with interest thereon at the rate of eight percent per annum, payable semi-annually from date, according to the terms of seven certain promissory notes described as follows, to-wit:

Two notes of \$1000.00, ^{one} ~~as~~ of \$500.00, one of \$200.00 and three of \$100.00 all dated November, 17th, 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 three 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.