

affixed this 2nd day of December 1924.

...Roscoe Adams, Cashier

STATE OF OKLAHOMA,

COUNTY OF TULSA.

} SS.

The First National Bank of Tulsa

By A. E. Bradshaw, Its Vice-President.

Before me, R. R. McCormick, a Notary Public in and for said County and State, on this 2nd day of December, 1924 personally appeared A. E. Bradshaw, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its Vice President, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth. Witness my hand and official seal the day and year above set forth. (Seal) R. R. McCormick, Notary Public.

My commission expires March 24, 1927.

Filed for record in Tulsa County, Tulsa, Oklahoma on Dec. 2, 1924, at 2:45 P. M. o'clock.

recorded in Book 499, page 331.

By Brady Brown, Deputy.

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

#273178-CW. 62

TRASLUTER'S ENDORSEMENT

I hereby certify that I received \$230 and issued
Record No. 176 of 1924 a payment of mortgage

dated the 3 day of Dec 1924

V. A. Quinlan, Treasurer

Deputy

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That Berry-Hart Company, a Corporation of Tulsa County, Oklahoma, party of the first part, has 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:

Lots 10, 11 and 12, in Block 3, Elm Ridge Addition to the City of Tulsa, and Lots 1, 2, 3, 5, 7, 8, 12, and 13 in Elm Ridge 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 secured the principal sum of FIFTY-FIVE HUNDRED DOLLARS, with interest thereon at the rate of ten per cent, per annum, payable semi-annually from dated according to the terms of eleven certain promissory notes described as follows to-wit: Eleven notes of \$500.00 each, all dated December 1st, 1924 and all due in three years

Said first party agrees 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 party agrees to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first party further expressly agrees 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 Five Hundred Fifty Dollars as attorney's or solicitor's fee 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 a 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 party 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