

The News-Dispatch Print & Audit Co., Shawnee, Okla.

216616 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Louise P. Burke and C. R. Burke, her husband

a of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to L. E. Jennings,

of part of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The South Forty (40) feet of Lot Six (6), and the North Twenty Five (25) feet of Lot Seven (7), in Block Eleven (11), Orcutt Addition to the city of Tulsa, Oklahoma, according to the recorded plat of said addition.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$220 and issued Receipt No. 6644 therefor in payment of mortgage tax on the within mortgage.

Dated this 9 day of Dec. 1922
WAYNE L. DICKEY, County Treasurer

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

Deputy

This mortgage is given to secure the principal sum of

Forty Five Hundred xx/100

DOLLARS

with interest thereon at the rate of eight per cent, per annum, payable semi-annually from date

according to the terms of one (1) certain promissory note described as follows, to-wit:

One (1) note for the sum of Forty Five Hundred Dollars (\$4500.00) due on or before three (3) years from date hereof, bearing interest at the rate of eight (8) per cent per annum payable semi-annually, signed by Louise P. Burke and C. R. Burke, payable to the order of L. E. Jennings.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties hereby covenant and agree to pay all taxes and assessments of said land when the same shall become due, and to keep all improvements in good repair and not to commit or allow waste to be committed on the premises.

It is further expressly agreed by and between the parties hereto that if any default be made in the payment of the principal sum of this mortgage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and second parties shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said parties of the first part hereby agree, that in the event action is brought to foreclose this mortgage, they will pay a reasonable attorney's fee of as provided in said note, DOLLARS, which this mortgage also secures.

Parties of the first part, for said consideration, do hereby expressly waive appraisalment of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this ninth day of December, 1922

Louise P. Burke SEAL

C. R. Burke SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 16th day of December, 1922, personally appeared

Louise P. Burke

and C. R. Burke, her husband,

to me 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 hand and official seal the day and year last above written.

My commission expires Feb. 12, 1924. (Seal) William L. Blair, Notary Public.

I hereby certify that this instrument was filed for record in my office on 16 day of Dec. A. D. 1922

at 9:15 o'clock A. M. Book 402, Page 139

By F. Delman, Deputy (Seal) O. D. Lawson, County Clerk.