

217114 C.F.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Peggy Ogans and Ed. Ogans, her husband
 of Alsuma, Tulsa County, Oklahoma, part ies of the first part, ha
 mortgaged and hereby mortgage to W. T. Brumbaugh
 of part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lots 16 and 17 of Block 48 in the town of Alsuma
 according to the official plat thereof.

TREASURER'S ENDORSEMENT
 I hereby certify that I received \$100 and issued
 Receipt No. 1874 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 21 day of Dec, 1922
 WAYNE L. DICKEY, County Treasurer

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

Deputy

This mortgage is given to secure the principal sum of

Seventy No/100

DOLLARS

with interest thereon at the rate of 10 per cent, per annum, payable - - annually from December 16th, 1922.

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

Payable to W. T. Brumbaugh or order at his office in
 Broken Arrow, Okla. with 10 percent interest payable
 annually and signed by Peggy Ogans and Ed. Ogans, her
 husband, said note being for the sum of \$70.00, dated
 December 16th, 1922 and payable one year after date.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies 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 part V shall be entitled to the immediate possession of
 the premises and all rents and profits thereof.

Said part ies 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 Twenty-five DOLLARS,
 which this mortgage also secures.

Part ies 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 16th day of December, 1922

Peggy Ogans SEAL

Ed. Ogans 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

Peggy Ogans and Ed. Ogans, her husband

and 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 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.

My commission expires Nov. 4, 1926. (Seal) R. A. Wallingford, Notary Public.

I hereby certify that this instrument was filed for record in my office on 21 day of Dec., 1922
 at 10:10 o'clock A.M. Book 402, Page 164

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