

217341 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That I, H. E. Knoles

a _____ of the City of Tulsa, Tulsa County, Oklahoma, parties of the first part, ha. vs
mortgaged and hereby mortgage to the Liberty National Bank

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

All those certain two lots numbered fifteen (15) and sixteen (16) in block seventeen (17) in Orcutt Addition to the city of Tulsa, county and state aforesaid, according to the official plat thereof, duly recorded in the office of the county clerk of Tulsa county, state of Oklahoma.

I hereby certify that I received \$ 700.00 and issued Receipt No. 6928 therefor in payment of mortgage tax on the within mortgage.

Dated this 23 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.

This mortgage is given to secure the principal sum of

three thousand five hundred

DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable six months annually from date hereof

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

Dated December 22, 1922 for \$35.00 8% interest, due June 22, 1923,

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

Said part. Y of the first part hereby agree. S, that in the event action is brought to foreclose this mortgage, he will pay a reasonable attorney's fee of three hundred and fifty DOLLARS, which this mortgage also secures.

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

Dated this 22nd day of December, 1922

H. E. Knoles

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 22nd day of December, 1922, personally appeared

H. E. Knoles

and

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his 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 June 24, 1923. (Seal) Elva Hamersly, Notary Public.

I hereby certify that this instrument was filed for record in my office on 23 day of Dec. A. D. 1922

at 10:20 o'clock A. M. Book 402, Page 180

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