

217740 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Cyrus B. Whiteis and Sarah H. Whiteis, his wifea Tulsa of Tulsa County, Oklahoma, part ies of the first part, have
mortgaged and hereby mortgage to The West Tulsa State Bankof part V of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:Lots Twenty Five (25) and Twenty Six (26) and Twenty Seven (27) and Twenty
Eight (28) in block Forty Eight (48) in West Tulsa, Addition to the city of
Tulsa, Oklahoma, according to the recorded plat thereof.

I hereby certify that I received \$100.00 and issued
 receipt No. 7617 therefor in payment of mortgage
 tax on the within mortgage
 Dated this 29 day of Dec. 1922
 WAYNE L. DICKER, County Treasurer
 Deputy

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

One Hundred

DOLLARS

with interest thereon at the rate of 10 per cent, per annum, payable annually from dateaccording to the terms of one certain promissory note described as follows, to-wit:

On to for \$100.00 dated December 28, 1922 and due ninety days after
 date with interest from date at 10% per annum

#1. State of Oklahoma, County of Tulsa, SS.

On this 28th day of December, 1922, before me the undersigned a Notary Public, in and
 for the county and state aforesaid, personally appeared Cyrus B. Whiteis to me known to
 be the identical person who executed the within and foregoing instrument by his mark,
 in my presence and in the presence of F. C. Tompkins and Roscoe Eagan as witnesses and acknow-
 ledged to me that he executed the same as his free and voluntary act and deed for the uses
 and purposes therein set forth. Given under my hand and seal of office the day and year
 above written. (Seal) My commission expires Oct. 13, 1926. F. A. Singler, Notary Public

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 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 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 Fifteen 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 28th day of December, 19 22

his

Witness to mark

Cyrus B. x Whiteis

SEAL

F. C. TompkinsSarah H. Whiteis

SEAL

Roscoe H. EaganSTATE OF OKLAHOMA, County of Tulsa, SS:

Before me, - -, a Notary Public in and for said County and State, on this 28th
 day of December, 19 22, personally appeared

Sarah H. Whiteis

and

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed
 the same as her 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 Oct. 13, 1926. (Seal) F. A. Singler, Notary Public.

#1.

I hereby certify that this instrument was filed for record in my office on 29 day of Dec. A. D., 19 22at 10:15 o'clock A. M. Book 402, Page 202By F. Delman, Deputy. (Seal) O. D. Lawson, County Clerk.