

218154 C.H.J.

## COMPARED

## FIRST REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Rose Blackburn and Charles E. Blackburn her husbanda Tulsa County, Oklahoma, part ies of the first part, ha ve  
mortgaged and hereby mortgage to Julien Halffof part V of the second part, the following described real estate and premises situated in  
Tulsa County, State of Oklahoma, to-wit:

Lot Number Thirteen (13) in Block Number Twelve  
(12) in Cherokee Heights Addition to the city  
of Tulsa, Tulsa Co. Oklahoma according to the  
recorded plat thereof.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 5.400 and issued  
Receipt No. 7472 therefor in payment of mortgage  
tax on the within mortgage.

Dated this 5 day of Jan, 1923

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

Fourteen Hundred (\$1400.00) No/100

DOLLARS

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

\$1400.00

Tulsa, Oklahoma,

Dec. 22, 1922.

One note dated December 22, 1922, due two years after date, bearing interest  
at the rate of 10% per annum, payable semi-annually from date.

Signed Rose Blackburn  
Charles E. Blackburn

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 \$10.00 and 10% or principal sum 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 22nd day of December, 1922

Rose Blackburn

SEAL

Charles E. Blackburn

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

Rose Blackburnand Charles E. Blackburn, her husband

to me known to be the identical person s 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 May 3, 1924. (Seal) J. R. Clark, Notary Public.

I hereby certify that this instrument was filed for record in my office on 4 day of Jan. A. D., 1923  
at 2:00 o'clock P. M. Book 402, Page 225

By Brady Brown Deputy. (Seal) O. G. Weaver, County Clerk.