

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

218463 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Walter Spurlocka \_\_\_\_\_ of Tulsa County, Oklahoma, part Y of the first part, ha 8  
mortgaged and hereby mortgage to E. J. Oliveof \_\_\_\_\_ part Y of the second part, the following described real estate and premises situated in  
Tulsa County, State of Oklahoma, to-wit:Lots Numbered Thirteen (13) and Fourteen (14) in  
Block Numbered Forty nine (49) in Broken Arrow  
Oklahoma.

RECEIVED BY ENCLOSURE  
I hereby certify that I received \$300.00 and issued  
Receipt No. 21116- therefor in payment of mortgage  
tax on the within mortgage  
Dated this 9-day of Jan 1923  
WAYNE L. DICKEY, County Treasurer  
A. J.

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 Hundred & No/100

DOLLARS

with interest thereon at the rate of four per cent, per annum, payable \_\_\_\_\_ annually from January 5, 1923according to the terms of one certain promissory note \_\_\_\_\_ described as follows, to-wit:

Broken Arrow, Oklahoma, January 5, 1923.

September 5, 1923 after date, I, we or either of us promise to pay to E. J. Olive of  
Broken Arrow, Oklahoma or order Three Hundred and No/100 Dollars for value received, at  
its banking office in Broken Arrow, Oklahoma with interest after date at four per cent  
per annum until paid, and fifty & No/100 Dollars as attorney's fees, if placed in the  
hands of an attorney for collection, or suit filed thereon. The makers and endorsers  
hereby severally waive protest, demand and notice of protest and non-payment in case  
this note is not paid at maturity, and agree to al extensions and partial payments before  
and after maturity without prejudice to the holder.

Copy

Walter Spurlock

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 \_\_\_\_\_, that in the event action is brought to foreclose this mortgage, \_\_\_\_\_ will pay a  
reasonable attorney's fee of Fifty & No/100 DOLLARS,  
which this mortgage also secures.

Part Y 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 5th day of January, 19 23.

Walter Spurlock

SEAL.

SEAL.

Tulsa

STATE OF OKLAHOMA, County of \_\_\_\_\_, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 5th  
day of January, 19 23, personally appeared \_\_\_\_\_

Walter Spurlock, a bachelor

and \_\_\_\_\_

to me known to be the identical person \_\_\_\_\_ who executed the within and foregoing instrument and acknowledged to me that he executedthe 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 2/25/1926 (Seal) A. H. Laws, Notary Public.I hereby certify that this instrument was filed for record in my office on 8 day of Jan, A. D., 19 23.at 1:00 o'clock P.M. Book 402, Page 242By Brady Brown Deputy. (Seal) O. G. Weaver, County Clerk.