

218764 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Anna Tee, a widow

of Tulsa, Tulsa County, Oklahoma, part V. of the first part, ha. S. mortgaged and hereby mortgage to Clara A. Thurlwell

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

Lot Twenty-two in Block Two, Hudson Addition to the city of Tulsa, Oklahoma, according to the recorded plat thereof.

Hereby certify that I received \$138 and issued Receipt No. 7147 therefor in payment of mortgage tax on the within mortgage.

Dated this 11 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.

This mortgage is given to secure the principal sum of

Two thousand three hundred Fifty and no/100

DOLLARS

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

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

One note of even date executed by first party to second party in the principal sum of \$2350.00 payable as follows: On the 1st day of February, 1923, \$55.00 and a like sum on the 1st of each succeeding month until said amount is paid in full with interest; the interest to be paid monthly on the entire amount, balance of payment to be credited on principal of note; interest payable at rate of 8% per annum.

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

Said part V. of the first part hereby agree S., that in the event action is brought to foreclose this mortgage, she will pay a reasonable attorney's fee of \$10.00 and 10% of amount due DOLLARS, which this mortgage also secures.

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

Dated this 10th day of January, 1923.

Mrs. Anna Tee SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 10th day of January, 1923, personally appeared

Anna Tee, a widow

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 Sept. 16, 1924. (Seal) Paul A. Wilson, Notary Public.

I hereby certify that this instrument was filed for record in my office on 11 day of Jan. A. D. 1923 at 1:00 o'clock P. M. Book 402, Page 261

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