

COMPARED

MORTGAGE RECORD NO. 402

The News-Dispatch Print & Audit Co., Oklahoma City

218861 G.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. L. Rabb and Hattie Rabb, husband and wife

of Tulsa County, Oklahoma, part ^{ies} of the first part, have
 mortgaged and hereby mortgage to Leslie Brooks

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

Lot Eight (8) in Bungalow Court Addition to the
 City of Tulsa, according to the recorded plat
 thereof.

TREASURER'S ENDORSEMENT
 I hereby certify that I received \$ 3.00 and issued
 Receipt No. 7168 therefor in payment of mortgage
 tax on the within mortgage.
 Dated this 12 day of Jan 1923
 WAYNE L. DICKLEY, County Treasurer
W. L. D. 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

Five thousand dollars (\$5000.00)

DOLLARS

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

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

Dated January 11, 1923 and payable three (3) years after
 date.

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

Said parties 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 Five hundred and no/100 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 11 day of January, 1923.

J. L. Rabb

SEAL

Hattie Rabb

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Arthur Ries, a Notary Public in and for said County and State, on this 11th
 day of January, 1923, personally appeared

J. L. Rabb

and Hattie Rabb, husband and wife

to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they
 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 Dec. 2, 1925. (Seal) Arthur Ries, Notary Public.

I hereby certify that this instrument was filed for record in my office on 12 day of Jan, A. D., 1923
 at 8:30 o'clock A. M. Book 402, Page 268

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