

COMPARED

MORTGAGE RECORD NO. 402

287

219023 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Earl E. Pfleeger and Ruth M. Pfleeger, his wife,

a of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to George Ecken

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

Lot Twenty-eight (28), Block Three (3), Twin City Addition to the city of Tulsa, as shown by the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$400 and issued Receipt No. 73324 in payment of mortgage tax on the within mortgage.

Dated this 16 day of Jan 1923.

WAYNE L. DICKLY, 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

THREE HUNDRED SIXTY-FIVE and No/100

DOLLARS

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

according to the terms of one (1) certain promissory note described as follows, to-wit:

Dated at Tulsa, Oklahoma, January 13, 1923, for the principal amount of \$365.00, with interest thereon at the rate of 6% per annum, from date, payable January, 13, 1928, at the FIRST NATIONAL BANK of Tulsa, Oklahoma, to the order of George Ecken.

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 Y 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 as provided in said note DOLLARS, which this mortgage also secures.

Parties 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 13th day of January, 1923.

Earl E. Pfleeger

SEAL.

Ruth M. Pfleeger

SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 13th day of January, 1923, personally appeared

Earl E. Pfleeger

and Ruth M. Pfleeger, his wife,

to me known to be the identical persons 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 March 11, 1925. (Seal)

E. Lamoin Morse,

Notary Public.

I hereby certify that this instrument was filed for record in my office on 15 day of Jan. A. D. 1923

at 8:00 o'clock P. M., Book 402, Page 287.

By Brady Brown Deputy.

(Seal)

O. G. Weaver,

County Clerk.