

COMPARED

219047 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That G. W. Soles and Lula B. Soles (his wife)

a _____ of Tulsa, Tulsa County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to Rosa Haga and Rosa Matilda Haga

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

All of Lot's One (1) and Two (2), in Block Five
 (5), Overlook Park Addition to the City of Tulsa
 Tulsa County, Oklahoma, according to the recorded
 Plat thereof

This Mortgage is given subject to a first mortgage
 of Twelve Hundred Dollars in favor of the Guarantee
 and Trust Company of Tulsa Oklahoma.

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 _____

Fourteen Hundred (\$1400.00) Dollars

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

according to the terms of 40 _____ certain promissory note _____ described as follows, to-wit:

Forty notes dated Sept. 27, 1922, signed by G. W. Soles and Lula B. Soles for Thirty-five Dollars each, first note due and payable Oct-27th-1922, and one on the 27th day of each month thereafter until the full amount is paid, with interest at the rate of 8 per cent payable monthly on the unpaid balance.

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 parties 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 \$10.00 and 10 per cent on the full amount unpaid _____ 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 27th day of September, 1922

G. W. Soles

SEAL

Lula B. Soles

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 27th day of September, 1922, personally appeared _____

G. W. Soles

and Lula B. Soles (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 May 3, 1924. (Seal) D. A. Estey, Notary Public.

I hereby certify that this instrument was filed for record in my office on 15 day of Jan. A. D. 1923 at 10:30 o'clock A.M. Book 402, Page 294

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

TREASURER'S ENDORSEMENT
 I hereby certify that I received \$1400.00 and issued Receipt No. 7221 therefor in payment of mortgage taxes on the within mortgage.
 Dated this 16 day of Jan. 1923
 WAYNE L. MCNEY, County Treasurer
 Deputy