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219329 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Maude L. Oldham and L. F. Oldham, wife and husband,

a \_\_\_\_\_ of Broken Arrow, Tulsa County, Oklahoma, part <sup>ies</sup> of the first part, ha<sup>ve</sup>  
mortgaged and hereby mortgage to E. E. Lusterof \_\_\_\_\_ part <sup>V</sup> of the second part, the following described real estate and premises situated in  
Tulsa County, State of Oklahoma, to-wit:Lots Seventeen (17), Eighteen (18), Nineteen  
(19) and Twenty (20) in Block Forty-four (44)  
in the town of Broken Arrow, Oklahoma,

## TREASURER'S RECEIPT

I hereby certify that I received \$ 3000.00  
Receipt No. 7279 in payment of mortgage  
tax on the within mortgage.Dated this 18 day of Jan 1923  
WAYNE L. DICKY, 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 \_\_\_\_\_

Fifteen Hundred (\$1500.00) and No/100

DOLLARS

with interest thereon at the rate of eight per cent, per annum, payable \_\_\_\_\_ annuity from January 16, 1923according to the terms of one certain promissory note \_\_\_\_\_ described as follows, to-wit:Dated at Broken Arrow, Oklahoma, January 16, 1923, due January 16, 1924,  
payable to the mortgagee hereto in the sum of \$1500.00, for value recieved,  
at Broken Arrow, Oklahoma, with interest after date at eight per cent.  
per annum until paid, and an attorney's fee of One Hundred Dollars if  
placed in the hands of an attorney for collection or suit is filed thereon.Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part <sup>ies</sup> 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 <sup>V</sup> shall be entitled to the immediate possession of  
the premises and all rents and profits thereof.Said part <sup>ies</sup> of the first part hereby agree \_\_\_\_\_, that in the event action is brought to foreclose this mortgage, <sup>they</sup> will pay a  
reasonable attorney's fee of One Hundred DOLLARS,  
which this mortgage also secures.Part <sup>ies</sup> 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 16th day of January, 1923.

Maud L. Oldham

SEAL

L. F. Oldham

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 16th  
day of January, 1923, personally appeared \_\_\_\_\_

Maude L. Oldham and L. F. Oldham, wife and husband,

and \_\_\_\_\_

to me known to be the identical person <sup>S</sup> who executed the within and foregoing instrument and acknowledged to me that <sup>they</sup> executedthe same as <sup>their</sup> 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. M. Laws, Notary Public.I hereby certify that this instrument was filed for record in my office on 17 day of Jan, A. D., 1923  
at 1:30 o'clock P. M. Book 402, Page 324By Brady Brown, Deputy, (Seal) O. G. Weaver, County Clerk.