

219332 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Mabel S. Stetler and W. P. Stetler, wife and husband

a of Tulsa County, Oklahoma, part 1es of the first part, have

mortgaged and hereby mortgage to Jno. P. McKnight

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

All the easterly thirty-five feet of the westerly seventy-five feet of the southerly fifty feet of that part of Owen Addition to the city of Tulsa marked on the recorded plat thereof as "Reserve for C. A. Owen", more particularly described as follows: Beginning at a point on the north line of Easton street a distance of 100 feet west of the north-west corner of the intersection of Easton and Elwood streets in the city of Tulsa, thence running in a northerly direction parallel to Elwood street a distance of 50 feet, thence running in an easterly direction parrallel to Easton street a distance of 35 feet, thence running in a southerly direction parrallel to Elwood street a distance of 50 feet to the north line of Easton street, thence running in a westerly direction along the north line of Easton street a distance of 35 feet to the point of begining.

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 Hundred

DOLLARS

with interest thereon at the rate of 10 per cent, per annum, payable \$50.00 on February 20th, 1925, and \$50.00 on the 20th day of each month thereafter with interest payable monthly.

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

made by first parties unto second party. First parties agree to maintain a combined fire and tornado insurance policy with mortgage clause attached in favor of second party in an amount not less than \$2500.00. First parties hereby pledge and mortgage unto second party the rents, income and profits from above described realty as collateral security for payment of said note and upon any default of payments thereon second party shall at once be entitled to the said rents, income and profits.

This mortgage is subject only to a \$2000.00 mortgage to Tulsa Building and Loan Association of Tulsa, Oklahoma.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 1es 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 1es shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said part 1es 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 Fifty DOLLARS, which this mortgage also secures.

Part 1es of the first part, for said consideration, do hereby expressly waive appraisement of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 15th day of January 1923

Mabel S. Stetler SEAL

W. P. Stetler SEAL

STATE OF OKLAHOMA, County of Tulsa ss:

Before me, a Notary Public in and for said County and State, on this 15th day of January 1923, personally appeared

Mabel S. Stetler and W. P. Stetler wife and husband

and to me known to be the identical person 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 Jan. 6, 1927. (Seal) Chas. N. Simon. Notary Public.

I hereby certify that this instrument was filed for record in my office on 17 day of Jan. A. D. 1923

at 1:50 o'clock P. M. Book 402, Page 325

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

TREASURER'S ENDORSEMENT  
I hereby certify that I received \$ 100.00 and issued Receipt No. 7260 therefor in payment of mortgage tax on this within mortgage.  
Dated this 17 day of Jan. 1923  
WAYNE L. DICKER, County Treasurer