

219345 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Mrs. L. L. Fostera _____ of Tulsa County, Oklahoma, part V of the first part, ha. S
mortgaged and hereby mortgage to Mark Cassityof _____ part V of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

Lot Fifteen (15) in Block One (1) in the Town
of Carbondale Tulsa County Oklahoma according
to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 160 and issued
Receipt No. 7264 therefor in payment of mortgage
tax on the within mortgage.
Dated this 17 day of Jan 1923
WAYNE L. DIEKEY, County Treasurer
WLD 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 _____

Sixteen Hundred (\$1600.00) 00/100

DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable Monthley annuity from January 17th, 1923.according to the terms of _____ certain promissory note one described as follows, to-wit:

said note dated January 17th, 1923 for Sixteen hundred (\$1600.00) dollars,
payable to Mark Cassity of Tulsa Oklahoma, the note is to be paid Twenty-
five (\$25.00) dollars per month first payment due February 17th, 1923 and the
same amount each succeeding month untill the full amount of the note is paid
interest on this note to be paid monthley at the same time the payment is paid
on the principal. the note draws eight per cent per annum. This sixteen hundred
(\$1600.00) dollars Mortgage is part of the purchased price.

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

Said part V of the first part hereby agree S that in the event action is brought to foreclose this mortgage, she will pay a
reasonable attorney's fee of One hundred and sixty 00/100 DOLLARS,
which this mortgage also secures.

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

Dated this 17th day of January, 1923.Mrs. L. L. Foster Forester SEAL.

SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 17th
day of January, 1923, personally appeared _____

Mrs. L. L. Foster

and _____
to me known to be the identical person _____ who executed the within and foregoing instrument and acknowledged to me that she executed
the same as her 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 July 12th, 1924. (Seal) John Barrett, Notary Public.

I hereby certify that this instrument was filed for record in my office on 17 day of Jan. A. D., 1923
at 2:25 o'clock P. M. Book 402, Page 326

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