

COMPARED

The First Dispatch Print & Audit Co., Shawnee, Okla.  
219401 C.L.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Samuel Jeffery and Margaret Jeffery, husband and wife  
 of Tulsa County, Oklahoma, parties of the first part, have  
 mortgaged and hereby mortgage to Eliza Barnes  
 of Tulsa County, Oklahoma, party of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot Seventeen (17) in Block Two (2) in Sunny Brook  
 Addition to the city of Tulsa Tulsa County, Oklahoma,  
 according to the recorded plat thereof.

## TREASURER'S RECEIPT

I hereby certify that I received \$ 178.00 and issued  
 Receipt No. 7278 therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 18 day of Jan 1923

WAYNE L. DIXEY, County Treasurer

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

(\$178.00) one hundred seventy-eight

DOLLARS

with interest thereon at the rate of 10 per cent, per annum, payable semi-annually from date

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

Dated January 2, 1923, in the sum of \$178.00, given to Eliza  
 Barnes from Samuel Jeffery and Margaret Jeffery, with interest  
 at 10% per annum from date. Due 6 mo. from date.

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 (\$50.00) Fifty 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 2nd day of January 1923.

Samuel Jeffery SEAL

Margarette Jeffery SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 2nd  
 day of January 1923, personally appeared Samuel Jeffery and Margaret Jeffery,  
 husband and wife

and to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed  
 their the same as 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 Sept. 7, 1926. (Seal) Stanley D. Campbell, Notary Public.

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

at 4:20 o'clock P. M. Book 402, Page 331

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