

219529 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Helen Luke Lipka and Arthur Lipka, her husband
 a _____ of Tulsa County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to Kate T. Hagler
 of _____ part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Eight in Block Three in Stonebraker Heights
 Addition to the city of Tulsa Oklahoma according to the
 official plat thereof,

TREASURER'S RECEIPT
 I hereby certify that I received \$-650 and issued
 Receipt No. 7295 therefor in payment of mortgage
 tax on the within record.
 Dated this 19 day of Jan 1923
 WAYNE L. DEALY, County Treasurer
W. L. D. 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 _____

Six Thousand Five Hundred

DOLLARS

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

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

One Note for \$6500.00 executed by Helen Luke Lipka and Arthur Lipka, dated
 January 17th, 1923, payable to Kate T. Hagler, value received, interest
 eight per cent payable semi-annually. Attorneys fee in case of suit 10%
 and \$25.00.

Fire and Tornado insurance of \$7500, loss payable clause to Kate T.
 Hagler

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 part V shall be entitled to the immediate possession of
 the premises and all rents and profits thereof.

Said part ies 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% and \$25.00 DOLLARS,
 which this mortgage also secures.

Part _____ 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 18th day of January, 1923

Helen Luke Lipka SEAL

Arthur Lipka SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 18th
 day of January, 1923, personally appeared _____

Helen Luke Lipka

and Arthur Lipka her husband

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 Nov. 4, 1925. (Seal) R. J. Macon, Notary Public.

I hereby certify that this instrument was filed for record in my office on 19 day of Jan. A. D., 1923
 at 9:30 o'clock A. M. Book 402, Page 336

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