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219621 C.M.J.

REAL ESTATE MORTGAGE

COMPARED

KNOW ALL MEN BY THESE PRESENTS, That R. L. Martin, and Maver Martin, husband and wife,

a of Tulsa, Oklahoma County, Oklahoma, part ^{ies} of the first part, has
 mortgaged and hereby mortgage to SOUTHWESTERN MORTGAGE CO. ROFF, OKLA.

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

Lot Six (6) Block Five (5) Oak Grove Addition to the
 City of Tulsa, Tulsa County, State of Oklahoma.

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 Hundred Dollars (\$600.00)

DOLLARS

with interest thereon at the rate of 10 per cent, per annum, payable Monthly annually from Maturity,

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

Note dated January 15th, 1923. due March 15, 1923 for the sum
 of (\$600.00)

Interest on this note at the rate of 12%
 from 7209 in payment of mortgage
 tax on the within mortgage

Dated this 20 day of Jan 1923

WAYNE L. HOLLY, County Treasurer

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ^{ies} hereby
 covenant, ed. 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 ^{ies} 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 ^S, that in the event action is brought to foreclose this mortgage, will pay a
 reasonable attorney's fee of Twenty five (\$25.00) DOLLARS,
 which this mortgage also secures.

Part ^{ies} 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 15th day of January, 1923.

R. L. Martin

SEAL

Maver Martin

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

R. L. Martin

and Maver Martin, husband & wife

to me known to be the identical person ^S 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 March 31, 1926. (Seal) Iva Latta, Notary Public.

I hereby certify that this instrument was filed for record in my office on 20 day of Jan. A. D. 1923
 at 9:20 o'clock A. M. Book 402, Page 338

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