

COMPARED

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219835 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That M. W. Leaw and J. C. Leaw-husband and wife

a _____ of Tulsa County, Oklahoma, part ies of the first part, have mortgaged and hereby mortgage to O. C. Naylorof _____ part V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot numbered Ten (10) in Block numbered Four (4) of the Woodward Addition to the city of Tulsa, Oklahoma; according to the recorded plat thereof as filed for record in Tulsa County, State of Oklahoma.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 12 and issued Receipt No. 7389 therefor in payment of mortgage tax on the within certificate.

Dated this 24 day of Jan 1923
WAYNE L. DEXEY, 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

Six Hundred (\$600.00)

DOLLARS

eight

with interest thereon at the rate of _____ per cent, per annum, payable 90 days monthly from the date hereofaccording to the terms of a certain promissory note described as follows, to-wit:

One note dated the 22nd day of January, 1923, for the principal sum of Six Hundred (\$600.00) Dollars, and signed by the parties of the first part hereof and which shall become due and payable on or before the 22nd of April, 1923.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies 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 Fifty (\$50.00) DOLLARS, which this mortgage also secures.

Part ies 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 22nd day of January, 1923.

M. W. Leaw SEAL

J. C. Leaw SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 22 day of Jan, 1923, personally appeared

M. W. Leaw and J. C. Leaw, husband and wife

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 Mar. 17, 1926. (Seal) T. A. Trusty, Notary Public.I hereby certify that this instrument was filed for record in my office on 23 day of Jan, A. D., 1923at 11:00 o'clock A. M. Book 402, Page 359By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk