

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Elmer A. Hall and Mrs. Jessie P. Shippey of Tulsa County, Oklahoma, part 1st of the first part, have mortgaged and hereby mortgage to I. A. Young of Tulsa County, Oklahoma, part 1st of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The West One Hundred-fifteen feet (W/115 ft) of Lots Twenty-one (21), Twenty-two (22), Twenty-three (23), and Twenty-four (24), of Block Sixteen (16) West Tulsa, an addition to the City of Tulsa, Tulsa County, State of Oklahoma, according to the recorded plat thereto.

I hereby certify that I received \$ 34.8 and is Receipt No. 7418 therefor in payment of mortgage tax on the within mortgage.

Dated this 25 day of Jan 1923
WAYNE L. DICKEY, 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 Seventeen Hundred Fifty & No/100 (\$1750.00) DOLLARS

with interest thereon at the rate of 8 1/2 per cent, per annum, payable Semi annually from Date

according to the terms of two certain promissory notes described as follows, to-wit:

Note Number One, Due November 16th, 1922-Two Hundred Fifty and No/100 (\$250.00) Dollars.

Note Number Two, Due October 16th, 1923-Fifteen Hundred and No/100 Dollars. (\$1500.00)

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 1st 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 1st 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, they will pay a reasonable attorney's fee of One hundred fifty & No/100 DOLLARS, which this mortgage also secures.

Part 1st 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 16th day of October, 1922.

Elmer A. Hall SEAL

(Mrs.) Jessie P. Shippey SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Notary Public, a Notary Public in and for said County and State, on this 16th day of October, 1922 personally appeared E. A. Hall

and Mrs. Jessie Shippey

to me known to be the identical persons 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 June 23rd, 1926 (Seal) Dae Wade Notary Public.

I hereby certify that this instrument was filed for record in my office on 24 day of Jan A. D. 1923 at 9 o'clock A. M. Book 402, Page 361

By Brady Brown Deputy. O. G. Weaver County Clerk.