

330415 D.L.S.

The New Dispatch Print & Audit Co., Shawnee, Okla.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Grace E. Morgan and J. L. Morgan, (Her Husband)

a _____ of _____ Tulsa _____ County, Oklahoma, part 193 of the first part, ha...

mortgaged and hereby mortgage to _____ M. G. Stone

of _____ part 7 of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The East Thirty-Three and one Third feet, (E 33 1/3') of the West Sixty-Six and Two Thirds Feet (W 66 2/3') of Lot Three (3) Block Nine (9), Highlands Second addition and the East Thirty-Three and One Third feet (E 33 1/3') of the West Sixty-Six and Two thirds Feet (W 66 2/3') of the North Sixty one (N61') of lot Three (3) in block Sixteen (16) of highlands addition to Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 22.00 and issued Receipt No. 7505 therefor in payment of mortgage tax on the within mortgage.

Dated this 30 day of Jan 1923

WAYNE L. DICKEY, County Treasurer

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 One Hundred and no/100

DOLLARS

with interest thereon at the rate of 8 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 in the sum of One Hundred Dollars

(\$100.00) payable twelve months from

January 19th.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 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 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 10.00 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 19th day of January, 1923

Grace E. Morgan

SEAL

J. L. Morgan

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 9th day of January, 1923, personally appeared Grace E. Morgan and J. L. Morgan, her husband

and _____ 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 Jan. 30th 1925. R. B. Downing, Notary Public.

I hereby certify that this instrument was filed for record in my office on 29 day of Jan A. D. 1923.

at 4 o'clock P.M. Book 402, Page 596 (SEAL)

By Brady Brown Deputy O. G. Weaver County Clerk