

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That

Bessie Rips, a single woman

a of Tulsa County, Oklahoma, part of the first part, has

mortgaged and hereby mortgage to W. Frank Walker

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

All of Lot Forty-four (44) and the South One-half (S $\frac{1}{2}$ ) of Lot Forty-five (45) in Block Five of Abdo Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof.

THEASURER'S ENDORSEMENT  
I hereby certify that I received \$40.00 and issued  
Receipt No. 2488 therefor in payment of mortgage  
tax on the within mortgage.  
Witnessed this 29 day of Jan 1923  
WAYNE L. DICKEY, County Treasurer  
A. J. 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 Three Hundred Eighty-nine and 74/100

DOLLARS

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

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

One note this date executed for the sum of Three Hundred Eighty-nine and 74/100 payable in monthly installments of \$40.00 per month commencing thirty days from date and interest at the rate of 8% per annum computed and payable monthly on whole sum unpaid each month.

This mortgage is subject and inferior to a first mortgage for the sum of \$2,200.00 and a second mortgage in the sum of \$110.00.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party hereby covenant, sell and agree, sell 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 party shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said party of the first part hereby agrees, that in the event action is brought to foreclose this mortgage, she will pay a reasonable attorney's fee of \$50 and 10% of the amount recovered 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 15th day of January, 1923

Sam M. Rips  
A S Rips

her  
Bessie Rips SEAL  
mark  
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 Bessie Rips, a single woman,

by her mark in my presence and in the presence of A.S. Rips and Sam M. Rips as witnesses to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed

the same as her free and voluntary act and deed, for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above written.

My commission expires 8-14-1923 (SEAL) Max W. Cambell Notary Public.

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

at 4.15 o'clock P. M. Book 402, Page 400 (SEAL)

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