

220700 DLS

COMPARED

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Louis A. Javine and Ellen Javine, his wife,  
 a Tulsa County, Oklahoma, parties of the first part, have  
 mortgaged and hereby mortgage to Thomas Motor Company a Corporation,  
 of Tulsa County, State of Oklahoma, to-wit: part V of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

The West Half ( $\frac{1}{2}$ ) of the NW Quarter ( $\frac{1}{4}$ ) of the SW Quarter ( $\frac{1}{4}$ ) of the SW Quarter ( $\frac{1}{4}$ ) of the SW Quarter of Section Thirty Two (32) Township Twenty (20) Range Fourteen (14) East. Consisting of Thirty Acres more or less, together with all buildings and improvements thereon. All of the above situate in the County of Tulsa, State of Oklahoma.

The above to be subject to a first mortgage in the amount of One Thousand Dollars (\$1,000.00) held by the Exchange Trust Company of Tulsa Oklahoma, and otherwise clear and free of all encumbrances whatsoever.

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 Twenty Three Hundred Thirty Four & 47/100 - - -

DOLLARS

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

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

One Note due April 1st 1923	\$ 583.62
One Note due July 1st 1923	\$ 583.62
One Note due Oct. 1st 1923	\$ 583.62
One Note due Dec 31st 1923	\$ 583.64

I hereby certify that I received \$ 46 from Wayne L. Dickey Treasurer of the County of Tulsa Oklahoma, for the payment of mortgage tax on the within mortgage.  
 Recd. No. 7670 dated this 2 day of July 1923.  
 WAYNE L. DICKEY, County Treasurer  
 Deputy

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 14 hereby covenant S 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 V shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said part of 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 \_\_\_\_\_ DOLLARS, which this mortgage also secures.

Part of of the first part, for said consideration, do hereby expressly waive appraisement of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 1st day of January, 19 23

Louis A. Javine SEAL

Ellen Javine SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this Thirty First day of January, 19 23, personally appeared Louis A Javine and Ellen Javine (His Wife)

and \_\_\_\_\_  
 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 January 19th 1927 (SEAL) C. L. Laster Notary Public.

I hereby certify that this instrument was filed for record in my office on 1st day of Feb. A. D., 19 23

at 1.50 o'clock P. M. Book 402, Page 416

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