MORTGAGE RECORD NO. 402 820962 C.M.J. REAL ESTATE MORTGAGE KNOW ALL MEN BY THESE PRESENTS, That F. L. Brooks and Leslie Brooks, Wife and husband County, Oklahoma, part 168 of the first part, ha Ve mortgaged and hereby mortgage to A. Ries ... party of the second part, the following described real estate and premises situated in Lot two (2), Block two (2), Elm Park Addition to the city of Tulsa, according to the recorded plat TREASURER'S ENDORSEMENT thereof: I hereby certify that I received \$ 2 and issued Received No. 7597 therefor in payment of mortgage tax on the within mortgage.

Bated this 5 day of 5-66 192-2 WAYNE L. DICKEY, County Treasurer Decuty 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 ... Five thousand and No/100 with interest thereon at the rate of 8 per cent, per annum, payable semi-annually from date according to the terms of ______ described as follows, to-wit: Thirty-five (35) notes for One Hundred dollars (\$100.00) each payable one (1) to thirty-five (35) months after date and one (1) note for Fifteen hundred dollars (\$1500.00) payable thirty-six (36) months after date, all of said notes being dated January 25, 1923. Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 168 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 entitled to the immediate possession of the premises and all rents and profits thereof. Said part 10Sof the first part hereby agree....., that in the event action is brought to foreclose this mortgage, - - will pay a reasonable attorney's fee of \$25.00 and 10% which this mortgage also secures. Part ies 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 25th January F. L. Brooks Leslie Brooks Tulsa STATE OF OKLAHOMA, County of , a Notary Public in and for said County and State, on this 25th January 19 23, personally appeared..... F. L. Brooks and Leslie Brooks, wife and husband

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 scal the day and year last above written.

My commission expires Jan. 23, 1926. (Seal) Ona Cook. Notary Public.

I hereby certify that this instrument was filed for record in my office on 5 day of Feb. A. D., 1923 at 2:00 o'clock P. M. Book 402, Page 441

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