

221031 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Roxie Irvin and Curtis Irvin her husband

of Tulsa, Tulsa County, Oklahoma, part ies of the first part, have  
 mortgaged and hereby mortgage to Julian Halff

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

The South thirteen (13) feet of Lot Three (3) and  
 the North Seventeen (17) feet of Lot Four (4) all  
 in Block twenty (20) North, Tulsa Addition to the  
 City of Tulsa Tulsa County, Oklahoma according to  
 the Recorded plat thereof.

## TREASURER'S ENCLOSURE

I hereby certify that I received \$ 60 and issued  
 Receipt No. 7625 therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 7 day of Feb 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

Fifteen Hundred

DOLLARS

with interest thereon at the rate of ten per cent, per annum, payable semi- annually from date

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

Tulsa, Okla. February 3, 1923, we promise to pay to the order of Julian  
 Halff on or before two years, the sum of \$1500.00 at the rate of 10%  
 until paid in full. Interest payable semi-annually.

Signed by Roxie Irvin  
Curtis Irvin

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

Said part ies 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 \$100.00 and ten per cent of the capital DOLLARS,  
 which this mortgage also secures.

Part ies 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 3d day of February, 1923

Mrs. Roxie Irvin

SEAL

Curtis Irvin

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ---, a Notary Public in and for said County and State, on this 3d  
 day of February, 1923, personally appeared

Roxie Irvin

and Curtis Irvin her 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 seal the day and year last above written.

My commission expires May 3, 1924. (Seal) J. R. Clark, Notary Public.

I hereby certify that this instrument was filed for record in my office on 6 day of Feb. A. D. 1923  
 at 11:15 o'clock A. M. Book 402, Page 444

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