

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That

J.M. Bennett ( a single man )

a ----- of Tulsa, Tulsa County, Oklahoma, party of the first part, has mortgaged and hereby mortgage to Guy Savage,

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

I hereby certify that I received 100 and would  
Record No. 7224 the same in present of mortgage  
and as the within mortgage.

Dated this 14 day of Feb, 1923

WAYNE L. DICKEY, County Treasurer

W.B.  
Deputy

Lot Fifteen (15) in Perryman Heights

an Addition in and forming a part of the

City of Tulsa, Tulsa County, Oklahoma,

according to the official recorded plat thereof;

same being a part of the East Half (E½) of the

North west quarter (NW¼) of the North West

of the North East Quarter (NE¼) of Section Seven (7), Township Nineteen (19) North Range, with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same. Thirteen (13) East.

This mortgage is given to secure the principal sum of -----

Four Hundred and Ninety Two and no/100 ----- DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable monthly from date

according to the terms of 10 certain promissory note S described as follows, to-wit:

Nine notes for \$50.00 each and one note for \$42.00 dated February 1st, 1923, signed by J.M. Bennett, First note due and payable March 1st, 1923, and one due and payable on the 1st day of each month thereafter until the full amount is paid, with interest at the rate 8 per cent payable monthly on the unpaid balance.

"This Mortgage is given subject to two other Mortgages now of record."

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part Y 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 Y of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, ----- will pay a reasonable attorney's fee of \$25.00 and 10 per cent of the full amount unpaid. ----- which this mortgage also secures.

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

Dated this 1st day of February, 1923.

J. M. Bennett,

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this third day of February, 1923, personally appeared J. M. Bennett, ( a single man )

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his 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 Mar. 7, 1925, (SEAL) Hazel Stephens, Notary Public.

I hereby certify that this instrument was filed for record in my office on 13 day of Feby, A. D. 1923

at 9:30 o'clock A. M. Book 402, Page 486

By Brady Brown, Deputy.

O.G. Weaver,

County Clerk.

(SEAL)