

222009 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That M. W. Turner and Dorothy Turner, his wifea _____ of Tulsa County, Oklahoma, part ies of the first part, have mortgaged and hereby mortgage to William Soperof _____ part V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Numbered Twenty-two (22) in Block numbered One (1) in Lakeview Addition to the city of Tulsa, Tulsa County, Okla. according to the official plat thereof.

TREASURER'S ENCLOSURE
I hereby certify that I received \$ 18 ST. O. No. 7802 herefor in payment of taxes on the within cert.
Dated this 18 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 Nine Hundred Twenty-five (\$925.00)

DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from February 14th, 1923,according to the terms of two certain promissory note 8 described as follows, to-wit:

One Note, numbered one, given in the amount of Five Hundred Dollars (\$500.00) dated Feb. 14, 1923, payable at Tulsa, Okla. on or before August 14, 1923. Eight per cent interest, payable semi-annually.

One note numbered two, given in the amount of Four Hundred Twenty-five Dollars (\$425.00), dated Feb. 14, 1923, payable at Tulsa, Okla. on or before Feb. 14, 1924. Eight per cent interest, payable semi-annually.

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 V 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, _____ will pay a reasonable attorney's fee of Ninety (\$90.00) 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 13th day of February, 1923.M. W. Turner

SEAL

Dorothy Turner

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 13th day of Feb., 1923, personally appeared _____

M. W. Turnerand Dorothy Turner, his wife,

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 10-31-1923. (Seal) Caroline Baker, Notary Public.

I hereby certify that this instrument was filed for record in my office on 16 day of Feb., 1923 at 1:00 o'clock P. M. Book 402, Page 502

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