

#222155 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Emma M. Loehr,

a _____ of _____ County, Oklahoma, party _____ of the first part, has

mortgaged and hereby mortgage to F.D. Manahan

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

RECEIVED FOR DEPOSIT
 I have received \$180 and issued
 a mortgage in payment of mortgage
 dated this 17 day of Feb 1923
 WAYNE L. BECKY, County Treasurer
 a g Deputy

Lot numbered Twenty Four (24) in Block
 One (1) of the Betebenner Addition to
 the City of Tulsa, Oklahoma, according
 to the recorded plat thereof as filed for
 record in Tulsa County, State of Oklahoma.

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 _____

Eighteen Hundred (\$1800.00) _____ DOLLARS

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

according to the terms of 76 certain promissory note described as follows, to-wit:

Seventy Five notes for the principal sum of Twenty Three Dollars and
 Eighty Three cents (\$23.83) each the first of which will become due and payable
 on the 17th day of March, 1923, and one note will become due and payable on
 the 17th day of each month thereafter until the entire seventy five have been paid
 in full. One note for the principal sum of Twelve Dollars & 75/100 due June 17th
 1929. Each of the notes are dated February 17th, 1923 and each note shall bear
 its own interest which shall become due and payable at the same time the principal
 of the note becomes due.

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

Said part, 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 One Hundred (\$100.00) _____ DOLLARS,
 which this mortgage also secures.

Part, 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 17th day of Feb, 1923

Emma M. Loehr SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 17th

day of February, 1923, personally appeared Emma M. Loehr

and _____
 to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed
 the same as her 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 June 23, 1923. (SEAL) R.L. Hood, Notary Public.

I hereby certify that this instrument was filed for record in my office on 19 day of Feby, A. D. 1923

at 10:30 o'clock A.M. Book 402, Page 513

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