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REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Samuel Dague and Bertha Dagueof Tulsa, Tulsa County, Oklahoma, part 1a. of the first part, havemortgaged and hereby mortgage to William Beckpart Y. of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

North Half ($N\frac{1}{2}$) of Lot Three (3) in Block Three (3), as shown by Original Plat and Survey of the Burnett Addition to the City of Tulsa; and being North fifty (50) feet of Lots One (1), Two (2), Three (3), Four (4) and Five (5) and the East Half ($E\frac{1}{2}$) of Lot Six (6) in Block Three (3), as shown by the amended plat of the said Addition,

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 One Thousand (\$1000.00)

DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable semi annually from dateaccording to the terms of one certain promissory note described as follows, to-wit:

Note dated February 28, 1923, made by Samuel Dague and Bertha Dague, in favor of William Beck, due twelve months from date, in the sum of \$1000.00, with interest thereon at the rate of 8 per cent per annum, payable semi-annually from date.

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, will pay a reasonable attorney's fee of \$10.00 and 10% of amount remaining unpaid ~~XXXXXX~~ which this mortgage also secures.

Part ies of the first part, for said consideration, do hereby expressly waive ~~ALL RIGHTS OF REMEDY~~ and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 28th day of February, 1923.Samuel Dague SEALBertha Dague SEALSTATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 28th day of February, 1923, personally appeared Samuel Dague and Bertha Dague,

to me known to be the identical person 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 Dec. 2, 1924 (SEAL) Mary Berteau Notary Public.I hereby certify that this instrument was filed for record in my office on 28th day of Feb A. D. 1923.at 3 o'clock P. M. Book 402, Page 572 (SEAL)By Brady Brown Deputy O. G. Weaver County Clerk.