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The News-Dispatch Print & Adm. Co., Oklahoma City

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Julia Wagner and Pete Wagner, (Her Husband)

a Tulsa of Tulsa County, Oklahoma, part ies of the first part, ha ve

mortgaged and hereby mortgage to Cecile Cooper

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

Lot Six (6) in Block two (2) of Ozark Heights addition, to the city of Tulsa, Tulsa County Oklahoma, according to the recorded plat thereof.

TEASURER'S ENDORSEMENT  
I hereby certify that I received 36 to 80.10 for in payment of the mortgage for the within  
Dated this 2 day of March 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 Sixteen Hundred and No/100 (\$1600.00)

DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable Monthly ~~xxxxxxx~~ from Date

according to the terms of 36 certain promissory note S described as follows, to-wit:

35 notes in the sum of \$30.00 Each Thirty dollars, of date February 19th, 1923 due and payable each and every month thereafter with interest at the rate of 8% payable monthly, and one note in the sum of Five Hundred and Fifty Dollars \$550.00, due and payable in 36 months from date, with interest as above mentioned

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part u 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, and to insure, and keep insured in favor of second party, buildings on said 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 u 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 u, that in the event action is brought to foreclose this mortgage, u will pay a reasonable attorney's fee of (\$100.00) DOLLARS, which this mortgage also secures.

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

Dated this 19th day of February, 19 23

Julia Wagner SEAL

Pete Wagner SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, u, a Notary Public in and for said County and State, on this 19th day of February, 19 23, personally appeared Julia Wagner and Pete Wagner, her husband

to me known to be the identical persons u 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 Aug. 18, 1926 (SEAL) Mabel Strawn Notary Public.

I hereby certify that this instrument was filed for record in my office on 2 day of March A. D., 19 23 at 10.20 o'clock A. M. Book 402, Page 586 (SEAL)

By Brady Brown Deputy, O. G. Weaver County Clerk.