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## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Violet Faye Preston and J. D. Preston, (Her Husband)  
 a \_\_\_\_\_ of Tulsa County, Oklahoma, parties of the first part, have  
 mortgaged and hereby mortgage to Cecile Cooper  
 of \_\_\_\_\_ part V of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot Five (5) in Block Two (2) of Ozark  
 Heights addition, to the city of Tulsa,  
 Tulsa County, Oklahoma, according to  
 the recorded plat thereof.

RECEIVED  
 I hereby certify that the foregoing is a true and correct copy of the original as filed in my office.  
 Book No. 8010 Page 142  
 Dated this 2 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 Seventeen Hundred and No/100 (\$1700.00)  
 \_\_\_\_\_ DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable Monthly \_\_\_\_\_ from Date  
 according to the terms of 36 \_\_\_\_\_ certain promissory note \_\_\_\_\_ described as follows, to-wit:

35 Notes in sum of \$35.00 each of date February 19th, 1923 due and payable each  
 and every month thereafter with interest at the rate of 8% per annum payable  
 month and one note in the sum of \$475.00 with interest at the rate of 8% per  
 annum payable monthly from date, due and payable in 36 months from date.

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

Said part 1st 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 ONE HUNDRED DOLLARS (\$100.00) \_\_\_\_\_ DOLLARS,  
 which this mortgage also secures.

Part 1st 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 19th day of February, 1923

Violet Faye Preston \_\_\_\_\_ SEAL  
J. D. Preston \_\_\_\_\_ SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 19th  
 day of February, 1923, personally appeared Violet Faye Preston and J. D. Preston

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 Oct. 7-1926 (SEAL) Edna Roberts Notary Public.

I hereby certify that this instrument was filed for record in my office on 2 day of Feb, A. D. 1923  
 at 10.20 o'clock A. M. Book 402, Page 584  
 By Brady Brown Deputy (SEAL) O. C. Weaver County Clerk.