

223431 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. M. Pruett

a _____ of Tulsa Oklahoma County, Oklahoma, part Y of the first part, his _____
 mortgaged and hereby mortgage to F. G. Raines
 of _____ part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Two #2 Block One #1 of Kinloch Park Addition
 to the city of Tulsa, Tulsa County, Oklahoma,
 according to the Recorded plat thereof.

TREASURER'S OFFICE
 I hereby certify that I have received the sum of \$500.00 in payment of mortgage
 No. 8082 on the within _____
 Dated this 7 day of March 1923
 WAYNE L. DICKEY, County Treasurer
ag 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 _____

Five Hundred

DOLLARS

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

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

First note due and payable on March 26th, 1923 and one note due on the 26th day of each month thereafter until all of said notes have been paid together with interest at the rate of 8% payable on maturity of each note, notes above described are drawn for fifty dollars (\$50.00) each and said interest added to said notes and payable in like manner.

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

Said part Y of the first part hereby agrees S, that in the event action is brought to foreclose this mortgage, he will pay a reasonable attorney's fee of Ten DOLLARS, which this mortgage also secures.

Part Y 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 26th day of February, 1923

J. M. Pruett

SEAL

Minnie B. Pruett

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

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

J. W. Pruett

Minnie B. Pruett

and _____ 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 Jan. 10, 1927. (Seal)

R. M. Alderson,

Notary Public.

I hereby certify that this instrument was filed for record in my office on 5 day of March, A. D. 1923 at 9:30 o'clock A. M. Book 402, Page 592

By Brady Brown Deputy.

(Seal)

O. G. Weaver,

County Clerk