

223606 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Atwood Harvey, and his wife, Carrie H. Harvey,  
 a ..... of Tulsa County, Oklahoma, parties of the first part, have  
 mortgaged and hereby mortgage to Henry C. Brockman,  
 of Tulsa ..... part of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

The South Two and One Half (2½) Acres, of the West  
 Twenty (20) Acres, of Lot Three (3) in Section  
 Nineteen (19) Township Nineteen (19), North, Range  
 Thirteen (13) East of the Indian Base and Meridian,  
 containing (2½) acres, more or less according to  
 the survey thereof.

I hereby certify that I received \$ 4.50 and have  
 recorded No. 8112 in order to pay of mortgage  
 to the within parties.  
 Witness my hand and seal of office this 7 day of March 1923  
WAYNE L. LARKEY, County Treasurer  
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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 .....  
Four Thousand Five Hundred (4500.00) DOLLARS  
Eight with interest thereon at the rate of ..... per cent, per annum, payable annually annually from date  
 according to the terms of six certain promissory notes described as follows, to-wit:

One Note for \$500.00, Dated March 1, 1923, Due June 1, 1923  
 One Note for \$680.00, Dated March 1, 1923, Due June 1, 1924  
 One Note for \$734.40, Dated March 1, 1923, Due June 1, 1925  
 One Note for \$793.16, Dated March 1, 1923, Due June 1, 1926.  
 One Note for \$856.61, Dated March 1, 1923, Due June 1, 1927  
 One Note for \$935.83, Dated March 1, 1923, Due June 1, 1928.

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 party shall be entitled to the immediate possession of  
 the premises and all rents and profits thereof.

Said parties 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 Four Hundred Fifty (450.00) DOLLARS,  
 which this mortgage also secures.

Parties 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 First day of March, 1923

Atwood Harvey SEAL

Carrie H. Harvey SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ..... a Notary Public in and for said County and State, on this 1st  
March 25 day of 19, personally appeared.....  
Atwood Harvey

and Carrie H. Harvey

to me known to be the identical persons 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 Nov. 9, 1926. (Seal) Jay A. Balcam, Notary Public.

I hereby certify that this instrument was filed for record in my office on 6 day of March, A. D., 1923

at 2:35 o'clock P. M. Book 402, Page 598

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