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249833 C.H.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. R. White & Elizabeth C. White, his wife

a _____ of _____ Tulsa _____ County, Oklahoma, part^{ies} of the first part, have mortgaged and hereby mortgage to W. S. Meyerof _____ part^{ies} of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The East Fifty (50') feet of the North Seventy (70') feet of Lot Seven (7), Block Thirty (30) of the original Townsite of Tulsa, Oklahoma, according to the official plat thereof.

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 _____

Two Thousand Dollars (\$2,000.)

DOLLARS

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

One note in the sum of Two Thousand Dollars (\$2,000) made payable to W.S. Meyer bearing date of January 25, 1924, with interest thereon at the rate of ten percent per annum, payable semi-annually from date, executed by J. R. White & Elizabeth C. White, husband & wife. Said note due and payable on July 25th, 1924.

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, 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^{ies} 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, they will pay a reasonable attorney's fee of (\$250.00) Two Hundred-Fifty & No/100 DOLLARS, which this mortgage also secures.

Part^{ies} of the first part, for said consideration, do _____ hereby expressly waive appraisement of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 25th day of January, 1924

J. R. White

SEAL

Elizabeth C. White

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this _____ day of January, 1924, personally appeared _____

J. R. White

and Elizabeth C. White, his wife

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 10/30/24 (Seal) Sara B. Marriott, Notary Public.

I hereby certify that this instrument was filed for record in my office on 26 day of Jan. A. D. 1924 at 12:00 o'clock - M. Book 403, Page 42

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