

The News-Dispatch Print & Audit Co., Shawnee, Okla.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That B. H. Postlethwait and Mrs. B.H. Postlethwait, his wife,a _____ of Tulsa, Tulsa County, Oklahoma, parties of the first part, havemortgaged and hereby mortgage to Black, Sivalls and Bryson, Incorporated,

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

Lot or tract No. Fifty-eight (58) in the Westrope Acres, according to the recorded plat thereof, and a tract of land situated in the Northwest Quarter of the South-west Quarter of the North-east Quarter of Section Thirty-three (33), Township Twenty (20) North, Range Thirteen (13) East, and more particularly described and bounded, as follows, to-wit: Beginning Seven Hundred and Twenty-six (726) feet north and Three Hundred and Forty-eight (348) feet east of the South-west corner of the Southwest Quarter of the North-east Quarter of said Section Thirty-three (33); thence One Hundred and ninety-eight (198) feet North; thence Two Hundred and eighty-eight and one-half (288.5) feet East; thence One hundred and Ninety-eight (198) feet South; Thence Two hundred and Eighty-eight and one-half (288.5) feet west to the place of the beginning;

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 Seven Hundred and Fifty -----

DOLLARS

with interest thereon at the rate of eight ----- per cent, per annum, payable ----- annually from the date hereof until paid,according to the terms of one ----- certain promissory note ----- described as follows, to-wit:

Note in the principal sum of Seven Hundred and Fifty Dollars, of even date herewith, executed by B.H. Postlethwait and Mrs. B.H. Postlethwait, payable to the order of Black, Sivalls and Bryson, Incorporated, due in one year from date, and bearing interest at the rate of eight per centum from date until paid, payable annually;

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties do 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.

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, they will pay a reasonable attorney's fee of One Hundred ----- DOLLARS, which this mortgage also secures.

Parties 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 1st day of Feby., 1924B.H. Postlethwait

SEAL

Mrs. B.H. Postlethwait

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 1st day of Feby., 1924, personally appeared B.H. Postlethwait and Mrs. B.H. Postlethwait.

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 hand and official seal the day and year last above written.

My commission expires April 7, 1925 (SEAL) Geo. G. Rhynes Notary Public.

I hereby certify that this instrument was filed for record in my office on 8 day of Feby., A. D., 1924 at 2:40 o'clock P. M., Book 403, Page 82

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