

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

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That D.W. Rodgers and Ila Rodgers, husband and wife,  
 a Tulsa, of Tulsa, County, Oklahoma, parties of the first part, have  
 mortgaged and hereby mortgage to W.T. Brumbaugh  
 of partly of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lots Nineteen (19) and Twenty (20) in Block Forty-  
 nine (49) in the original town of Broken Arrow,  
 according to the recorded plat thereof.

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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 Three Hundred and No/100 - - - - -

DOLLARS

with interest thereon at the rate ten per cent, per annum, payable - - - - - annually from January 26th, 1924.

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

One note for Three Hundred Dollars, dated, Jan. 26th, 1924,  
 bearing interest at the rate of 10 per cent payable annually,  
 payable to W.T. Brumbaugh or order, in two years from Jan.  
 26, 1924; at his office in Broken Arrow, Oklahoma, due and  
 payable on the 26th day of Jan. 1926.

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.

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 parties 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 Fifty (50) 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 26th day of January, 1924

D.W. Rodgers,

SEAL

Ila Rodgers,

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Notary Public in and for said County and State, on this 26th  
 day of January, 1924 personally appeared D.W. Rodgers and Ila Rodgers,  
husband and wife,

and they  
 to me known to be the identical person 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. 4, 1926. (Real) B. A. Wallingford, Notary Public.

I hereby certify that this instrument was filed for record in my office on 11 day of Feb. A. D. 1924  
 at 12 o'clock - M. Book 403, Page 94.

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