

Filed for record in Tulsa County, Tulsa Oklahoma, Jan. 12, 1923 at 2:20 o'clock P. M. in Book 434, page 183

By Brady Brown, Deputy

(SEAL)

O.G. Weaver, County Clerk

218912 C.J. COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

4000
7177
Dated this 12 day of Jan 1923

WAYNE L. DICKEY, County Treasurer

Deputy

That Arthur B. Weeks and Prue Anna Weeks, his wife, of Tulsa, Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to R. C. Lamprich party of the second part, the following described real estate-and-premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot One (1) Block Two (2) in Bell McNeal Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof.

with all 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 & No/100 (\$2000.00) DOLLARS, with interest thereon at the rate of eight per cent per annum, payable annually from date according to the terms of one certain promissory note described as follows, to-wit:

One note in the principal sum of \$2000.00, dated January 12th, 1923.

due one year from date, bearing interest from date at the rate of eight per cent, signed by Arthur B. Weeks and Prue Anna Weeks, his wife,

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 said 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 ten per cent of principal sum of note, which this mortgage also secures.

Parties of the first part, for said consideration, do hereby expressly waive appraisal of said real estate and all benefits of the homestead, exemption and stay laws in Oklahoma.

Dated this 12th day of January 1923.

Arthur B. Weeks

Prue Anna Weeks

STATE OF OKLAHOMA)
County of Tulsa) SS.

Before me, a Notary Public, in for said County and State, on this 12th day of January 1923, personally appeared R. C. Lamprich to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his 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 November 19th, 1924

(SEAL)

Oliver McQueen, Notary Public