221551 C.M.J.

MORTGAGE OF REAL ESTATE.

COMPARED

Roses No. 7.728 is come represented in the second particles of the within sections Leb 1 1923

WAYNE L. Dickey, County Treasurer

A J

We. Fred C. Lawrence and Etha Lawrence, husband and wife, hereinafter called mortgagor, to secure the payment of Thirty-six Hundred Dollars (\$3600.00 paid to mortgagor by mortgagee, do

hereby mortgage unto Josephine F. Lawrence, mortgagee, the following described real estate, with all appartenances, situate in Tulsa County, Oklahoma, to-wit:

Tot Two (2), in Block Two (2), in Grandview Place Addition to the city of Tulsa, Tulsa County, State of Oklahoma, according to the recorded plat thereof,

Mortgagor warrants the title to above premises and that there are no liens or incumbrances thereon except as stated in this instrument.

THIS MORTGAGE is executed to secure the performance of each obligation herein made by mortgagor, one of which obligations is to pay said mortgages, his heirs or assigns, the said indebtedness above named, with interest as herein stated, to-wit:

\$2600.00 represented by one promissory note of mortgagor, of even date herewith, as One note for \$2600.00 due January 1, 1926 said note bearing interest at the rate of 8 per cent per annum payable semi-annually from date.

Pailure of mortgagor, his grantees, heirs or successors to pay the principal or any part thereof, or the interest thereon, when due, of any prior mortgage or lien on said real estate or any part thereof, shall render all money secured by this mortgage due and payable at once without notice.

In event of foreclosure of this mortgage, mortgager agrees to pay an attorney's fee of ten dollars and ten per cent of principal and interest unpaid and this mortgage secures the same.

Mortgagor agrees to pay all taxes or assessments, general or special, levied against said premises when they are by law due and payable.

Now if any of said sum or sums of money secured by this mortgage, or any part thereof or any interest thereon, is not paid when due, or if the taxes or assessments levied against said property, or any part thereof, are not paid when the same are by law due and navable. or if there is a filure to perform any obligation made in this mortgage, there or in either event the hole sum or sums of money secured by this mortgage with all interest thereon shall immediately become due and payable, and foreclosure may be had of this mortgage. Said mortgage expressly waives the appraisement of said real estate and all benefit of the homestead exemption and stay-laws of the State of Oklahoma.

Dated this 2nd day of January, 1923.

Fred C. Lawrence

Etha Lawrence

STATE OF OKLAHOMA, ) ss. County of Tulsa. )

Before me, a Notary Public in and for the above named County and State, on this 2nd day of January, 1923 personally appeared Fred C. Lewrence and Etha Lewrence, husband and wife, to me personally known to be the identical persons who executed the within and foregoing mortgage and acknowledged to me, that they executed the same as their free and voluntary act and deed for the uses andpurposes therein set forth.