

REAL ESTATE MORTGAGE

All of Lot # 12 in Block # 1 in Melrose Second Addition to the City of Tulsa

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

due March 19th, 1926.

First parties agree to maintain a combined fire and tornado policy on the dwelling on above described lot with mortgage clause in favor of second party during time such note remains unpaid, and second party will hold such policy. Upon any default in interest this mortgage may at once be foreclosed and second party will then be entitled to the rents and profits to be applied upon the note above described.

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, 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 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 \$165.00----- 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 19th day of March, 1923.

Henry S. Gandon SEAL

Jane A. Condon SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 19th day of March, 1925, personally appeared Henry S. Condon and Jane A. Condon husband and 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 May 11th 1983 (SEAL) Maurice A. Devinna, Notary Public.

I hereby certify that this instrument was filed for record in my office on 20th day of March A. D., 1923
at 11:40 o'clock A. M. Book 439, Page 111.

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