

#225149 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That R. Elmo Thompson and Olivia M. Thompson, his wife,

a _____ of **Tulsa,** _____ County, Oklahoma, part^{ies} of the first part, in, ve

mortgaged and hereby mortgage to Harry C. Fair,

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

The West Fifty (50) of Lot Five (5) and the East Twenty-Five (25) feet of Lot Six (6) in Block Three (3), Sunset Park Addition to the City of Tulsa, as per official plat thereof.

8361
 Paid to Wayne L. Dickey March 1923
Wayne L. Dickey, County Treasurer
A. J. Deputy

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 _____

Two Thousand (\$2,000.00) - - - - - DOLLARS.

with interest thereon at the rate of 8 per cent, per annum, payable as stated xxxxx from date

according to the terms of 3 certain promissory note 8 described as follows, to-wit:

One certain series of notes from One to Three inclusive, Notes Number One and two each in the principal sum of Six Hundred and Sixty Six (\$666.67) Dollars and Sixty Seven Cents. Note Number three in the principal sum of Six Hundred and Sixty Six (\$666.66) dollars and Sixty Six Cents.

Note Number One due on or before 6 months from date, Note Number Two due on or before 12 months from date, Note number three due on or before 18 months from date.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party ~~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, and to insure and to 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 part..... 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, _____ will pay a reasonable attorney's fee of Two Hundred and No/100 _____ DOLLARS, which this mortgage also secures.

Part 23 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 17th day of March, 1923.

R. Elmo Thompson.....SEAL.

Olivia M. Thompson, SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, A Notary Public, a Notary Public in and for said County and State, on this sixteenth day of March, 1923, personally appeared R. Elmo Thompson and Olivia M. Thompson,

XOXO

to me known to be the identical person...3... 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 Jan. 5, 1926. (SEAL) R.W. Lee, Notary Public.

I hereby certify that this instrument was filed for record in my office on 21 day of Nov. A. D., 1923
at 10:40 o'clock A. M. Book 439, Page 125.

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