

#225505 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That G. L. Pitcher and his wife, Mary pitcher,
 a _____ of Tulsa, County, Oklahoma, part ies of the first part, have
 mortgaged and herby mortgage to W.C. Upchurch,
 of _____ part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

RECEIVED
 County Clerk's Office
 No. 8431. Received \$80.00 and issued
 as the within mortgage.
 Dated this 22 day of Feb 1923
WAYNE L. DICKEY, County Treasurer
Deputy

Lot Five (5) Block Three (3) of Boswells
 Addition to the City of Tulsa, Tulsa
 County, Oklahoma, according to the Recorded
 Plat thereof.

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 Seven Hundred Eighty Seven and 50/100
(\$787.50) DOLLARS.

with interest thereon at the rate of Eight per cent, per annum, payable Semi- annually from Date
 according to the terms of 31 certain promissory notes S described as follows, to-wit:

30 promissory notes of even date in the amount of \$25.00 each,
 first note due Sept. 15, 1925, and one note due on even date
 of each and every month thereafter until all 30 notes are paid.
 1 note in the amount of \$37.50 due March 15, 1928.

All of the above notes bear interest at the rate of 8% per annum,
 interest payable semi-annually.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies 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 part Y 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 10% of unpaid balance and ten DOLLARS,
 which this mortgage also secures.

Part ies 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 9th day of February, 19 23.

G. L. Pitcher SEAL

Mary Pitcher, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 9th
 day of February, 19 23 personally appeared G. L. Pitcher, and Mary Pitcher,
his wife,

XXXX

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 March 4th, 1924. (SEAL) Harold J. Sullivan, Notary Public.

I hereby certify that this instrument was filed for record in my office on 23 day of Feb. A. D., 19 23
 at 11:30 o'clock A. M. Book 439, Page 139.

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