

#225526 NS

**REAL ESTATE MORTGAGE**

KNOW ALL MEN BY THESE PRESENTS, That..... Emma Loehr,

Xa \_\_\_\_\_ of Tulsa, \_\_\_\_\_ County, Oklahoma, part v. of the first part, has \_\_\_\_\_

mortgaged and hereby mortgage to..... Mrs. Callie Snow.

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

Lot Numbered Two (2) in Block Numbered  
Fifteen (15) of the Cherokee Heights  
Addition to the City of Tulsa, Oklahoma  
according to the recorded plat thereof  
as filed for record in Tulsa County,  
State of Oklahoma.

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 Twelve Hundred (\$1200.00).

DOLLARS,

with interest thereon at the rate of eight per cent, per annum, payable monthly ~~xxxxxx~~ from the date hereof

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

One monthly pay note date March 20th, 1923, payable at the rate of Fifteen (\$15.00) Dollars per month together with the interest. The note shall bear interest at the rate of eight per cent per annum payable monthly. The first monthly payment shall become due and payable on the 20th, day of April, 1923, and one payment on the 20th day of each month thereafter until the entire amount and the interest shall have been paid in full.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part...Y... hereby covenant S... and agree S... 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 second part...Y, shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said party y of the first part hereby agrees, that in the event action is brought to foreclose this mortgage, - - - - - will pay a reasonable attorney's fee of One Hundred (\$100.00) - - - - - DOLLARS, which this mortgage also secures.

Part Y.... of the first part, for said consideration, do 28.....hereby expressly waive appraisement of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 20th day of March, 1923.

Extra. Loehr. SEAL.

...SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 20th day of March, 1923, personally appeared Erna Loebr

and



to me known to be the identical person. . . ., who executed the within and foregoing instrument and acknowledged to me that . . . she . . . executed

the same as her 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 June 23, 1923. (SEAL) R. L. Hood, Notary Public.

I hereby certify that this instrument was filed for record in my office on 23 day of Nov. A. D., 19 23

at 2:30 o'clock P. M. Book 439, Page 142

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