

225582 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Dan Pilcher and Mollie E. Pilchera _____ of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to O. Robinettof _____ part V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

A part of Lot One (1), in Block One Hundred Ninety-eight (198), where Elgin & Eleventh Streets intersect, in the City of Tulsa, Tulsa County, Okla. More particularly described as follows: beginning at the southeast corner of Lot One (1), Block One Hundred Ninety-eight (198), thence west on Eleventh Street forty-one and one-fourth feet (41 $\frac{1}{4}$) feet; thence north parallel with the east line of Lot Two (2), Ninety (90) feet; thence east parallel with the alley line to Elgin Street; thence south along Elgin Street to point of beginning, all in the original town of Tulsa, Tulsa County, Okla.

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 _____

Seventeen thousand (\$17,000.00) and no/100 DOLLARS,(7 $\frac{1}{2}$)with interest thereon at the rate of _____ per cent, per annum, payable semi- annually from _____ date _____according to the terms of one certain promissory note _____ described as follows, to-wit:

One note in the principal sum of (\$17,000.00) due four years from date (on or before) and to bear interest at the rate of seven and one-half per cent.

I hereby certify that I received \$1360 and interest on receipt No. 8434 in payment of mortgage as on the within mortgage.
Paid Feb. 24 by Mollie E. Pilcher

WALTER L. ARLEY, County Treasurer

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 parties 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 Ten per cent of amount of unpaid mortgage DOLLARS, which this mortgage also secures.

Parties 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 19th day of March, 1923Dan Pilcher SEALMollie E. Pilcher SEALSTATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____ a Notary Public in and for said County and State, on this 22nd day of March, 1923, personally appeared _____

Dan Pilcher
and Mollie E. Pilcher

to me known to be the identical persons _____ 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 Feb. 14, 1925. (Seal) Chas. A. Myers, Notary Public.

I hereby certify that this instrument was filed for record in my office on 24 day of March, A. D., 1923 at 10:00 o'clock A. M. Book 439, Page 145

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