

225658 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That B. C. Mixon and Mamie G. Mixon, (his wife)

a of Tulsa County, Oklahoma, part 1es of the first part, ha. ve mortgaged and hereby mortgage to T. C. Rogers of part Y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

All of Lot Six (6) in Block One (1) North Moreland Addition to the city of Tulsa, Tulsa Oklahoma, according to the recorded plat thereof.

By giving that I received \$1250.00 from B. C. Mixon and Mamie G. Mixon, (his wife) for the purpose of paying the mortgage of \$1250.00 to T. C. Rogers, dated March 24, 1923. WAYNE L. DIXIE, County Treasurer

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, Fifty and No/100 \$1250.00 DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable monthly annuity from date according to the terms of 36 certain promissory note S described as follows, to-wit:

35 notes in the principal sum of \$15.00 each of date due and payable each and every month with interest at the rate of 8% per annum, payable monthly on the entire unpaid balance.  
1 Note in the sum of \$725.00 due and payable in thirty six months from date with interest at the rate of 8% per annum, payable monthly on the entire unpaid balance.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 1es 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 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 part 1es 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 \$100.00 DOLLARS, which this mortgage also secures.

Part 1es 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 7th day of March, 1923.

B. C. Mixon SEAL  
Mamie G. Mixon SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 10th day of March, 1923, personally appeared.

B. C. Mixon  
and Mamie G. Mixon, his wife,

to me known to be the identical person S who executed the within and foregoing instrument and acknowledged to me that they executed their the same as 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 Mar. 7, 1925. (Seal) Hazel Stephens, Notary Public.

I hereby certify that this instrument was filed for record in my office on 26 day of March A. D., 1923 at 10:50 o'clock A. M. Book 439, Page 151

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