

COMPARED

225682 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W. A. Metcalf and Ida May Metcalf his wife

a _____ of Tulsa County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to K. I. Simmons (a single man)
 of _____ part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Twenty-three (23) Block Two (2) Prospect
 Gardens Addition to the city of Tulsa, Tulsa County
 Oklahoma, according to the recorded plat thereof.

TREASURER'S RECEIPT

I hereby certify that I received \$104 and issued
 Receipt No. 8475 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 27 day of March 1923

WAYNE L. DICKEY, County Treasurer

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 Hundred (\$200.00) Dollars

DOLLARS,

with interest thereon at the rate of 8% per cent, per annum, payable monthly from date hereofaccording to the terms of one certain promissory note described as follows, to-wit:

Dated March 24th, 1923 for the sum of Two Hundred (\$200.00)
 Dollars payable in installments of \$15.00 each with monthly
 interest beginning April 24th, 1923, drawn in favor of K. I.
 Simmons, and signed by W. A. Metcalf and Ida May Metcalf

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 V shall be entitled to the immediate possession of
 the premises and all rents and profits thereof.

Said part ies 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 Twenty-five (\$25.00) 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 24th day of March, 19 23.

W. A. Metcalf

SEAL

Ida May Metcalf

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 24th
 day of March, 19 23, personally appeared _____

W. A. Metcalfand Ida May Metcalf 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
 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 July 18th, 1923. (Seal) G. J. Patterson, Notary Public.I hereby certify that this instrument was filed for record in my office on 26 day of March, A. D., 19 23at 2:00 o'clock P. M. Book 439, Page 153By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk.