

The News Dispatch Printing & Audit Co., Shawnee, Okla.

226046 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Owen C. Cash and Corinne Cash, his wife,

a of Tulsa County, Oklahoma, part of the first part, have mortgaged and hereby mortgage to Chas. Renner

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

Lots Twenty-three and Twenty-four in Block Five (I 23-24 I 5) in Abdo's Addition to the city of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof, recorded in Book 3, page 33 of the records of Tulsa County, Oklahoma.

I hereby certify that I received \$210 and issued Receipt No. 8238 for payment of mortgage tax on the within mortgage.

Dated this 29 day of March 1923
WAYNE L. DICKEY, 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

Three Thousand Five Hundred and No/100 (\$3500.00) Dollars DOLLARS,

with interest thereon at the rate of 10 per cent, per annum, payable semi-annually from date

according to the terms of one certain promissory note described as follows to-wit of even date herewith, signed by first parties and payable to the order of second party, March 29, 1926, being three years after the date hereof.

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, against fire and wind in the sum of (\$3500.00) Dollars (\$3500.00) 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 party shall be entitled to the immediate possession of the premises and all rents and profits thereof, and to the appointment of a receiver, and waives the benefits of the homestead and exemption laws. and as often as action is brought

id part 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 as provided in said note and \$350.00 DOLLARS, which this mortgage also secures.

Part 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. at the option of 2nd party.

Dated this 29th day of March, 1923

Owen C. Cash SEAL

Corinne Cash SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 29th day of March, 1923, personally appeared

Owen C. Cash and Corinne Cash, his wife,

and to me known to be the identical person 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.

February 19, 1924. (Seal) Edgar M. Lee, Notary Public.

I hereby certify that this instrument was filed for record in my office on 29 day of March A. D., 1923

at 2:20 o'clock P. M. Book 439, Page 189

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