

226886 O.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That O. H. Birkes and Tisha Birkes his wife

a of Tulsa County, Oklahoma, parties of the first part, have

mortgaged and hereby mortgage to H. C. Walters

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

Lots Three (3) and Four (4) Block Ten (10) in West Tulsa an addition to the city of Tulsa Oklahoma according to the recorded plat thereof.

TAXASUANA'S ENDORSEMENT  
I hereby certify that I received \$138.00 and issued Receipt No. 2738 in payment of mortgage tax on the within mortgage.  
Dated this 7th day of April 1923.  
WAYNE L. DICKIN, 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

Twenty Three Hundred and No/100

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable monthly on all

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

Dated April 5th 1923 for the sum of Twenty Three Hundred Dollars payable to order of H. C. Walters with interest from date at 8 per annum payable monthly on all deferred payments. This note to be paid in installments of \$50.00 per month including interest. First installment due May 5th, 1923, and one installment on the 5th day of each month thereafter until all are paid.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 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 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, they will pay a reasonable attorney's fee of Ten Dollars and 10% of unpaid amount 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 5th day of April, 1923.

O. H. Birkes SEAL

Tisha Birkes SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 5th day of April, 1923, personally appeared

O. H. Birkes

and Tisha Birkes, his wife

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.

My commission expires July 20th, 1923. (Seal) D. H. Barnett Notary Public.

I hereby certify that this instrument was filed for record in my office on 6 day of April A. D. 1923

at 3:00 o'clock P. M. Book 439, Page 257

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