

223934 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Bernice Ries and Arthur Ries, wife and husband and  
Frederica I. Brooks and Leslie Brooks, wife and husband

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

mortgaged and hereby mortgage to T. Dahlstrom

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

lot One (1) in Block two (2), Elm Park Addition to  
the City of Tulsa, according to the recorded plat  
thereof;

Traded to L. H. Cook  
I hereby certify that instrument 140  
Filed for record No. 8143 therefore in payment of the  
tax on the within instrument  
Dated this 9 day of March 1923  
WAYNE L. DICKER, County Treasurer  
38 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

Thirty-five hundred and no/100

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from date

according to the terms of 31 certain promissory note S described as follows, to-wit:

One note for Five hundred dollars (\$500.00) payable three (3) months  
after date and thirty (30) notes for One hundred dollars (\$100.00),  
each payable one (1) to thirty (30) months after date with interest  
from date at the rate of eight (8) per cent per annum payable semi-  
annually.

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 part shall be entitled to the immediate possession of  
the premises and all rents and profits thereon.

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 Three hundred fifty and no/100 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 8th day of March, 1923.

Bernice Ries

SEAL.

Arthur Ries

Frederica I. Brooks

SEAL.

Leslie Brooks

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 8th  
day of March, 1923, personally appeared Bernice Ries and Arthur Ries, wife and husband  
and Frederica I. Brooks and Leslie Brooks, wife and husband  
and

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 Jan. 23, 1926. (Seal) Ona Cook, Notary Public.

I hereby certify that this instrument was filed for record in my office on 9 day of March A. D. 1923  
at 10:30 o'clock A.M. Book 439, Page 26.

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