

227092 C.H.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That May Roszell and F. D. Roszell, wife and husband

a ..... of ..... Tulsa ..... County, Oklahoma, part 1st of the first part, have  
 mortgaged and hereby mortgage to ..... Liberty National Bank

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

Lots eight (8), Nine (9), ten (10) and eleven (11)  
 in Block One (1) in Bren-Ross Addition to the city  
 of Tulsa, Tulsa County, Oklahoma according to the  
 recorded plat thereof.

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 .....

Sixteen Hundred dollars

DOLLARS,

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

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

One note of even date herewith, in the sum of sixteen hundred dollars,  
 made and executed by the said mortgagors to the said mortgagee, bearing  
 interest at the rate of eight percent per annum from date, due on or  
 before twelve months from date.

It is hereby agreed that said mortgagors shall have the privilege of  
 paying said note hereby secured and the accrued interest at any time  
 before said note and mortgage becomes due.

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.

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 parties 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 ..... one hundred and sixty dollars ..... 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 9 day of April, 1923

May Roszell

SEAL

F. D. Roszell

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ..... a Notary Public in and for said County and State, on this 9th  
 day of April, 1923, personally appeared

May Roszell

and F. D. Roszell, her husband

to me known to be the identical persons 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 February 23, 1927. (Seal) Florence E. Christan, Notary Public.

I hereby certify that this instrument was filed for record in my office on 9 day of April A. D., 1923

at 4:10 o'clock P. M. Book 439, Page 274

By Brady Brown, Deputy. O. G. Weaver, County Clerk.