

227212 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. W. Simpson and Josephine Simpson, his wife,

a of Tulsa, Tulsa County, Oklahoma, part 108 of the first part, ha 70
 mortgaged and hereby mortgage to Clyde L. Sears
 of part 108 of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Three (3) in Block Two (2) of Bell-McNeal
 Addition to the city of Tulsa, Tulsa County,
 Oklahoma, according to the recorded plat thereof.

Hereby to the effect of 1.90 and issued
 Receipt No. 8795 for the payment of mortgage
 tax on the within note
 Dated this 11th day of April 1923
 WAYNE L. DICKER, 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

Nineteen Hundred Fifty Five and No/100

DOLLARS,

with interest thereon at the rate of eight per cent, per annum, payable monthly annually from date

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

Four notes in the sum of \$105.00 each of even date herewith, due respectively in
 one, two three and four months after date, and one installment promissory note
 of even date herewith in the sum of \$1535.00 principal and interest payable in sixty
 monthly installments of \$28.54 each, beginning on the 15th day of March, 1923, and
 on the 15th day of each month thereafter until sixty installments are paid, whole
 balance due with last installment.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 108 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 part 108 shall be entitled to the immediate possession of
 the premises and all rents and profits thereof.

Said part 108 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 ten percent and Ten DOLLARS,
 which this mortgage also secures.

Part 108 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 13th day of October, 1922

J. W. Simpson

SEAL.

Josephine Simpson

SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 13th
 day of October, 1922, personally appeared

J. W. Simpson

and Josephine Simpson, 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 Aug. 24, 1923. (Seal) B. B. Bell, Notary Public.

I hereby certify that this instrument was filed for record in my office on 11 day of April, A. D., 1923
 at 11:40 o'clock A. M. Book 439, Page 281

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