

COMPARED

MORTGAGE RECORD NO. 439

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REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Wm. O. Bagley

a _____ of Tulsa County, Oklahoma, part Y of the first part, ha S
 mortgaged and hereby mortgage to J. M. Key
 of _____ part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Twenty (20) in Block Seven (7) of the Rosedale
 Addition to the city of Tulsa, Oklahoma

1. 8824 04
 (tax on the 12 april 1923)
 Dated this 12 april 1923
 WAYNE L. LICKLY, County Treasurer
W. L. L.
 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 _____

Two Hundred

DOLLARS,

with interest thereon at the rate of 10 per cent, per annum, payable _____ annually from _____

according to the terms of One certain promissory note _____ bearing even date
 herewith and given as evidence of the within indebtedness, and due on or before one year
 after date.

And the said mortgage is given to secure the principal sum of _____
 and the interest thereon at the rate of _____ per annum, payable _____

Signed and acknowledged before me this 12th day of April, 1923

By Brady Brown

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.

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.

Said part Y of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, _____ will pay a
 reasonable attorney's fee of \$50.00 _____ DOLLARS,
 which this mortgage also secures.

Part Y of the first part, for said consideration, do es _____ hereby expressly waive appraisement of said real estate and all benefit of
 the homestead, exemption and stay laws in Oklahoma.

Dated this 12th day of April A.D., 1923

William O. Bagley

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 12th
April day of April, 1923, personally appeared _____
Wm. O. Bagley

and _____
 to me known to be the identical person _____ who executed the within and foregoing instrument and acknowledged to me that he executed
 the same as his 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 March 28, 1927. (Seal) Mildred M. Shambra, Notary Public.

I hereby certify that this instrument was filed for record in my office on 12th day of April A. D., 1923
 at 3:00 o'clock P. M. Book 439, Page 296

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