

227678 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Edward Gockel and Eugenia J. Gockel, his wife,

a _____ of _____ Tulsa _____ County, Oklahoma, part ^{ies} of the first part, ha. ve

mortgaged and hereby mortgage to The Liberty National Bank of Tulsa, Okla.

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

Lot Four (4), Block Seventeen (17), Terrace Drive
 Addition to the city of Tulsa, Oklahoma, according
 to the recorded plat thereof.

45
 88.66
 16 day of April 1923

P.B.B.

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-two Hundred Fifty & No/100

DOLLARS,

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

according to the terms of ^{one} certain promissory note _____ described as follows, to-wit:

One note in the principal sum of \$2,250.00 dated April 9th, 1923 due Ninety days from date, bearing interest at the rate of 8 per annum signed Edward Gockel and Eugenia J. Gockel, his wife

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

Said part ^{ies} 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 per cent of the principal sum of note _____ DOLLARS, which this mortgage also secures.

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

Dated this 9th day of April, 1923

Edward Gockel

SEAL

Eugenia J. Gockel

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 _____

Edward Gockel

and _____ Eugenia J. Gockel, his wife

to me known to be the identical person ^s 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 _____ Sept. 3, 1925. (Seal) R. C. Lamprich, _____ Notary Public.

I hereby certify that this instrument was filed for record in my office on 16 day of April, A. D., 1923

at 2:00 o'clock P. M. Book 439, Page 314

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