

#227909 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That

R.H. Middleton

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

North Twenty five (25) feet of Lot
 five (5) in Block Fifty (50) of the
 Old Original Townsite, of Tulsa,
 Okla.,

1923
 \$954
 19
 1923
 WAINE L. BROWN, County Treasurer
 a-g

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 Four Hundred Thirty One (\$431.00) -----
 ----- DOLLARS,

with interest thereon at the rate of 6 per cent, per annum, payable ----- annually from ----- date -----

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

Note dated April 16th, 1923, due June 16th, 1924.
 Thirty three (\$33.66.) dollars and sixty six cents
 per month to be paid on said note.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part Y 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 keep insured in favor of second party, build-
 ings 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 Y 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 ----- that in the event action is brought to foreclose this mortgage, ----- he ----- will pay a
 reasonable attorney's fee of ----- Twenty five dollars, ----- DOLLARS,
 which this mortgage also secures.

Part Y 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 16th day of April, 1923.

R.H. Middleton ----- SEAL

----- SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 16th
 day of April, 1923, personally appeared R.H. Middleton

xxxx

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 Sept. 8th, 1923. (SEAL) J.E. Hardy, Notary Public.

I hereby certify that this instrument was filed for record in my office on 18 day of April, A. D., 1923
 at 11:30 o'clock A. M. Book 439, Page 324

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