

#227995 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Martin C. Fleming and Ellen T. Fleming, husband and wife, of Tulsa, County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to E. Kersey of ----- part Y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The North Seventy-five feet of Lot Seven
Block One Hundred and Ninety-two in the
Town of Tulsa.

8945 260
WATSON L. HESS, County Treasurer
P.S.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 Thirteen Thousand Five Hundred & No/100 DOLLARS, with interest thereon at the rate of eight per cent, per annum, payable ----- annually from April 18, 1923 according to the terms of One certain promissory note ----- described as follows, to-wit:

Dated April 18, 1923, payable on or before April 18, 1924
in the sum of \$13,500.00

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 party 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, ----- will pay a reasonable attorney's fee of One Thousand and No/100 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 18th day of April, 1923.

Martin A. Fleming SEAL

Ellen T. Fleming SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 18th day of April, 1923, personally appeared Martin C. Fleming and Ellen T. Fleming, husband and wife,

XXX
to me known to be the identical persons ----- 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 Dec. 30, 1925. (SEAL) Virginia M. Hagan, Notary Public.

I hereby certify that this instrument was filed for record in my office on 18 day of April, A. D., 1923 at 3:50 o'clock P. M. Book 439, Page 332.

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