

228200 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Mattie May Abbett and W. F. Abbett, her husbanda \_\_\_\_\_ of Tulsa \_\_\_\_\_ County, Oklahoma, parties of the first part, havemortgaged and hereby mortgage to Iola Bishopof \_\_\_\_\_ part Y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lots Nine (9), Ten (10), Eleven (11) and Twelve (12)  
in Block Thirty one (31) in Yargee Addition to the  
Town of Red Fork, Tulsa County, Oklahoma, according  
to the duly recorded plat of same.

I hereby certify that this instrument was filed for record in my office on  
Receipt No. 9022 in payment of mortgage  
tax on the within mortgage.

Dated this 21 day of April, 1923.

WAYNE L. DICKEY, County Treasurer

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 \_\_\_\_\_

Three Hundred & No/100

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable monthly annually from \_\_\_\_\_ date \_\_\_\_\_according to the terms of 12 certain promissory note S described as follows, to-wit:

One note of \$25.00 due one month from date. One note of \$25.00 due ten months from date  
One note of \$25.00 due one month from date. One note of \$25.00 due 11 months from date  
One note of \$25.00 due three months from date One note of \$25.00 due 1 year from date  
One note of \$25.00 due four months from date  
One note of \$25.00 due five months from date  
One note of \$25.00 due six months from date  
One note of \$25.00 due seven months from date  
One note of \$25.00 due eight months from date  
One note of \$25.00 due nine months from date

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies hereby  
covenant S and agree S 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 to 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 Y 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, they will pay a  
reasonable attorney's fee of Ten Dollars & Ten percent DOLLARS,  
which this mortgage also secures.

Part ies 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.

Mattie May Abbett

SEAL

W. F. Abbett

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 \_\_\_\_\_

Mattie May Abbettand W. F. Abbettto me known to be the identical person S who executed the within and foregoing instrument and acknowledged to me that they executedthe 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 April 6, 1927. (Seal) Joe Ann Lowellen Notary Public.I hereby certify that this instrument was filed for record in my office on 20 day of April, A. D., 1923at 2:40 o'clock P. M. Book 439, Page 344By Brady Brown, Deputy, (Seal) O. G. Weaver, County Clerk.