

The News Dispatch Printing &amp; Audit Co., Shawnee, Okla.

#228554 NS

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Jas. E. Calvert and Leola R. Calvert, his wife,  
 a of Tulsa, Okla., County, Oklahoma, parties of the first part, have  
 mortgaged and hereby mortgage to Sue R. Pruitt,  
 of part Y. of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot Thirteen (13) in Block One (1) of the  
 Crutchfield Addition to the City of Tulsa,  
 Oklahoma, according to the recorded plat  
 thereof.

APR 26 1923  
 9085  
 Date this 26 day of April 1923  
 WAYNE L. DECKER, County Treasurer  
 A. J.

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 Fifteen hundred and no /100 -----  
 ----- DOLLARS.

with interest thereon at the rate of 9 per cent, per annum, payable semi- annually from Date  
 according to the terms of One certain promissory note ----- described as follows, to-wit:

1 note for \$1500.00, payable to Sue R. Pruitt, two years  
 from date, at the office of Davenport, Patcliffe & Bethell,  
 Tulsa, Oklahoma, dated Apr. 23rd, 1923, with interest at 9  
 per cent from date.

## evidence of the within indebtedness.

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 part ----- 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 and no /100 ----- and ten per cent of the amount remaining unpaid. ----- DOLLARS,  
 which this mortgage also secures.

Part ----- 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 23rd day of April, 1923.

Jas. E. Calvert ----- SEAL  
Leola Calvert. ----- SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 23rd  
 day of April, 1923 personally appeared Jas. E. Calvert and Leola R. Calvert,  
his wife,

and -----  
 to me known to be the identical person ----- 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 May 11th, 1926. (SEAL) Marie B. Kneidl Notary Public.

I hereby certify that this instrument was filed for record in my office on 24 day of April A. D., 1923  
 at 4:45 o'clock P. M. Book 439, Page 384.

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