

#228855 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That G.A.Fricke and Mary J. Fricke,  
of Tulsa, County, Oklahoma, parties of the first part, have  
mortgaged and hereby mortgage to Myrtle Hathaway  
of part Y of the second part, the following described real estate and premises situated in  
Tulsa County, State of Oklahoma, to-wit:

I hereby certify that this instrument was filed for record in my office on April 26 and issued  
Certificate No. 9155 for the purpose of recording the same.  
Dated this 27 day of April, 1923.  
WAYNE L. DICKER, County Treasurer  
A. J. Deputy

Lot Eight (8) in Block One (1)  
Melrose Addition to the City of  
Tulsa, Tulsa County, Oklahoma.

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 Two Thousand Eighty-three and no/100

DOLLARS.

with interest thereon at the rate of 8 per cent, per annum, payable Quarterly ~~XXXXXX~~ from date

according to the terms of twelve certain promissory notes as described as follows, to-wit:

Note # 1, April 25, 1923, for \$60.00 due 3 months from date. Note #2 April 23, 1923  
for \$40.00 due 6 months from date, Note #3 April 25, 1923, for \$40.00 due 9 months  
from date. Note #4 April 25, 1923, for \$40.00 due 1 year from date. Note #5 April  
25, 1923, for \$40.00 due 15 months from date. Note #6 April 25, 1923, for \$40.00  
due 18 months from date; Note #7 April 25, 1923, for \$40.00 due 21 months from date.  
Note #8 April 25, 1923, for \$40.00 due 2 years from date. Note # 9 April 25, 1923,  
for \$40.00 due 27 months from date. Note # 10 April 25, 1923, for \$40.00 due 30 months  
from date. Note #11 April 25, 1923, for \$40.00 due 33 months from date. Note # 12  
April 25, 1923, for \$1623.00 due 3 years from date.

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, 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 10% of the amount unpaid 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 25th day of April, 1923.

G. A. Fricke SEAL

Mary J. Fricke SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Geo. C. Frickel, a Notary Public in and for said County and State, on this 26th  
day of April, 1923, personally appeared G.A.Fricke and Mary J. Fricke,

and

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 Jan. 10, 1924 (SEAL) Geo. C. Frickel Notary Public.

I hereby certify that this instrument was filed for record in my office on 27 day of April, A. D., 1923

at 4 o'clock P. M. Book 439, Page 395

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