

#228807 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Jessie L. Copeland and Frank Copeland,
 her husband, of Tulsa, County, Oklahoma, part of the first part, have
 mortgaged and hereby mortgage to W.M. Halsey,
 of party of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lots Thirty One (31) and Thirty Two
 (32) of Block Two (2) in Orchard
 Addition to the City of Tulsa, Oklahoma,
 according to the recorded plat thereof.

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 Twenty Five Hundred No/100 - - - - -

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable Semi- annually from April 12th, 1923

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

One note dated April 12th, 1923, in the sum of Twenty Five Hundred Dollars with interest thereon at the rate of Eight percent per annum payable Semi-annually, principal to become due April 12th, 1926, three 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 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, they will pay a reasonable attorney's fee of Two Hundred Fifty DOLLARS, which this mortgage also secures.

Parties of the first part, for said consideration, do - - - - - hereby expressly waive appraisement of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 12th day of April, 1923.

Jessie L. Copeland SEAL

Frank Copeland SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, - - - - -, a Notary Public in and for said County and State, on this 12th day of April, 1923, personally appeared Jessie L. Copeland and Frank Copeland,
her husband,

XXX

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 Oct. 11, 1925. (SEAL) T.B. Jordan, Notary Public.

I hereby certify that this instrument was filed for record in my office on 27 day of April, A. D., 1923
 at 1:10 o'clock P. M. Book 439, Page 399

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