

229232 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Elmer R. Wells and Ruth E. Wells, his wife,

a of Tulsa, Tulsa County, Oklahoma, part 108 of the first part, have mortgaged and hereby mortgage to John H. Striker

of part V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

East Forty (40) feet of lots Forty-one (41) Forty-two (42) and Forty-three (43) of Block Nine (9) Forest Park Addition to the city of Tulsa, according to the re-amended plat thereof.

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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

One Thousand and No/100

DOLLARS,

with interest thereon at the rate of 0.0 per cent, per annum, payable annually from May 2, 1923

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

Dated May 2, 1923 at Tulsa, Oklahoma, payable one year after date to the order of John Striker in the sum of One Thousand and No/100 Dollars (\$1000.00)

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 108 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 V shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said part 108 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 DOLLARS, which this mortgage also secures.

Part 108 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 Second day of May, 1923

Elmer R. Wells SEAL

Ruth E. Wells SEAL

Tulsa

STATE OF OKLAHOMA, County of, ss:

Before me, a Notary Public in and for said County and State, on this Second (2) day of May, 1923, personally appeared

Elmer R. Wells and Ruth E. Wells

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 Jan. 16, 1927. (Seal) May Speight Notary Public.

I hereby certify that this instrument was filed for record in my office on 2 day of May, A. D., 1923

at 1:00 o'clock P. M. Book 439, Page 435

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