

The State of Oklahoma, County of Tulsa, ss:

224179 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. E. Mitchell

a of Tulsa County, Oklahoma, part of the first part, ha. S mortgaged and hereby mortgage to W. H. Langston and G. R. Rice,

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

Lot Six (6) in Block Nine (9) Meadow Brook
Addition to the city of Tulsa,

It is hereby agreed that the above described premises shall be sold at public sale for the purpose of paying the mortgage thereon.

Dated this 13th day of March 1923
WAYNE L. LICKLEY, County Treasurer

Deputy

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

Five Hundred

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable monthly commencing from March 10, 1923, added to principal of each note.

according to the terms of 20 certain promissory notes described as follows, to-wit:

All dated March 6, 1923, for \$25.00 each, plus interest the first one due March 10, 1923, and one on the 10th of each succeeding month thereafter until all have been paid, the interest having been added to the face of each note, payable to W. H. Langston and G. R. Rice, signed by J. E. Mitchell.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 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 part 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 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 6th day of March, 1923.

J. E. Mitchell

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 6th day of March, 1923, personally appeared

J. E. Mitchell

and

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his 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 June 12 1923 (Seal) Amy M. Walton, Notary Public.

I hereby certify that this instrument was filed for record in my office on 12 day of March, A. D. 1923 at 1:10 o'clock P. M. Book 433, Page 46.

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