

#229589 NS

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That C.W.Bennett and Waunita V. Bennett, his wife,a Tulsa, of Tulsa, County, Oklahoma, part 1 of the first part, ha vemortgaged and hereby mortgage to T.C.Rogers,of part y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The South Thirty Five (35) feet of Lots One (1) and Two (2), Block Twenty (20) Irving Place Addition to the City of Tulsa, County of Tulsa, State of Oklahoma, according to the recorded Plat thereof.

TREASURER'S ENDORSEMENT  
I hereby certify that I received 1.32 and issued Receipt No. 7308 therefor in payment of mortgage tax on the within mortgage.  
Dated this 5 day of May 1923  
WAYNE L. DICKEY, County Treasurer  
W.L.D.  
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 Twenty Two Hundred and Thirty Three and 33/100(\$2233.33) DOLLARS,with interest thereon at the rate of 8 per cent, per annum, payable monthly from Dateaccording to the terms of 36 certain promissory note 8 described as follows, to-wit:

Thirty Five Notes in the amount of \$20.00 each, due and payable each and every month from the 1st day of May, 1923, until paid in full, Said notes bearing interest at the rate of 8 per centum per annum, payable monthly on the entire unpaid balance.

One note in the amount of \$1533.33 due and payable in 36 months from May 1st, 1923, with interest payable as aforesaid.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 8 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 8 shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said parties of the first part hereby agree 8, that in the event action is brought to foreclose this mortgage, 8 will pay a reasonable attorney's fee of \$200.00 DOLLARS, which this mortgage also secures.

Part 188 of the first part, for said consideration, do hereby expressly waive XXXXXXXXXXXXXXXXXXXX all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 1st day of May, 1923.C.W.Bennett SEALWaunita V. Bennett, SEALSTATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 1st day of May, 1923, personally appeared C.W. Bennett and Waunita V. Bennett,  
his wife,

anxx  
to me known to be the identical person 8 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 March 15, 1927. (SEAL) W. Warren Ferrell Notary Public.I hereby certify that this instrument was filed for record in my office on 5 day of May A. D., 1923at 10; o'clock A. M. Book 439, Page 464By Brady Brown Deputy. O.C. Weaver, County Clerk.  
(SEAL)