

#229728 NS

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That George Komma and Susan Komma, his wife,a Tulsa, County, Oklahoma, parties of the first part, have  
mortgaged and hereby mortgage to Joseph Kommaof part y of the second part, the following described real estate and premises situated in  
Tulsa County, State of Oklahoma, to-wit:

TREASURER'S RECEIPT  
I hereby certify that I received \$980 and issued  
Receipt No. 9320 for the payment of mortgage  
tax on the within mortgage.

Dated this 7 day of May, 1923  
WALTON L. BROWN, County Treasurer

D. A. S.  
Deputy

All that part of the North-east Quarter of the North-east Quarter, (Lying south of Bird Creek,) and all of the South-east Quarter of the North-east Quarter; and all of the East one half of the South-east Quarter; and all of the South-east quarter of the North-west Quarter of the South-east Quarter of Section One (1), in Township Twenty (20) North, Range Thirteen East (13 E), containing One Hundred and Forty-five acres, more or less.

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 Nine Thousand and Eight Hundred (\$9,800.00)

----- DOLLARS,

with interest thereon at the rate of 4 per cent, per annum, payable ----- annually from May 1st, 1923.according to the terms of one certain promissory note ----- described as follows, to-wit:

for The sum of Nine Thousand and Eight Hundred Dollars, dated  
May 1st, 1923, signed by George Komma and Susan Komma and due  
May 1st, 1933.

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 ----- DOLLARS, which this mortgage also secures.

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

Dated this 1st day of May, 1923.George Komma SEALSusan Komma 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 George Komma and Susan Komma,  
his wife,

and -----

to me known to be the identical person ----- who executed the within and foregoing instrument and acknowledged to me that they ----- executedthe 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. 5, 1924. (SEAL) Don P. Moroney Notary Public.I hereby certify that this instrument was filed for record in my office on 7 day of May A. D., 1923at 11:50 o'clock A. M. Book 430, Page 473.By Brady Brown Deputy, (SEAL) O. G. Weaver, County Clerk.