

230146 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Frank T. Pope

a \_\_\_\_\_ of Tulsa County, Oklahoma, part Y of the first part, ha<sup>s</sup>  
 mortgaged and hereby mortgage to M. L. Duke  
 of \_\_\_\_\_ part Y of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lots 27 and 28, Block one Frisco Addition to the city of  
 Tulsa according the plat and survey thereof, as recorded.

I hereby certify that I received \$104  
 Receipt No. 9430, therefor in payment of the  
 tax on the within mortgage.  
 Date this 11 day of May 1923  
 W. G. Weaver, County Clerk  
 a. g.

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 \_\_\_\_\_

Two hundred and 00/100

DOLLARS,

with interest thereon at the rate of 8.3 per cent, per annum, payable \_\_\_\_\_ at maturity  
 \_\_\_\_\_ annually from \_\_\_\_\_ date  
 according to the terms of \_\_\_\_\_ nine \_\_\_\_\_ certain promissory note \_\_\_\_\_ described as follows, to-wit:

3 note for \$10.00 each, 6 notes for \$25.00 and one note \$20.00. One note due  
 9th of each succeeding month beginning with June 1923.

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

Said part Y 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 Y 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 9th day of May, 19 23

Frank T. Pope

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 10th  
 day of May, 19 23, personally appeared \_\_\_\_\_

Frank T. Pope

and \_\_\_\_\_  
 to me known to be the identical person \_\_\_\_\_ who executed the within and foregoing instrument and acknowledged to me that \_\_\_\_\_ executed  
 his  
 the same as \_\_\_\_\_ 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. 28, 1925. (Seal) D. B. Hamilton, Notary Public.

I hereby certify that this instrument was filed for record in my office on 10 day of May A. D., 19 23

at 4:00 o'clock P. M. Book 439, Page 509  
Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk.