

230220 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Ethel R. West and E. L. West, her husband

a of Tulsa County, Oklahoma, part 19 of the first part, have mortgaged and hereby mortgage to Martinus Van Wieringen of part V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Nineteen (19) Block Eight (8) Terrace Drive Addition to the city of Tulsa, Tulsa Oklahoma, according to the Recorded plat thereof.

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 Fifty (\$2250.00)

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable monthly annually from date

according to the terms of 75 certain promissory note described as follows, to-wit:

Seventy Five Notes of even date herewith of Thirty Dollars (\$30.00) each with interest at Eight (8) per cent per annum payable monthly on deferred balance. First note due on or before July first 1923 and one note on or before the first of each and every month thereafter untill all of said notes have been paid.

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 part shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said part V 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 Ten Dollars, and ten per cent DOLLARS, which this mortgage also secures.

Part V 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 11 day of May, 1923.

Ethel R. West

SEAL

E. L. West

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 11th day of May, 1923, personally appeared

Ethel R. West and E. L. West, her husband

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 January 15th, 1927. (Seal) D. C. Lange, Notary Public.

I hereby certify that this instrument was filed for record in my office on 11 day of May, A. D., 1923 at 11:55 o'clock A. M. Book 439, Page 517

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