

#230797 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That

Jacob Rosenberg, a single man,

a of County, Oklahoma, part Y of the first part, in

mortgaged and hereby mortgage to Ella M. Richards,

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

All that part of lots (1) and Eleven (11), in Block One Hundred Twenty-Eight (128) of the Original Town, now City, of Tulsa, described as follows, to-wit;

Beginning at the Northeast corner of Lot One (1), thence Westerly along the North line of said lots One (1) and Eleven (11), a distance of One Hundred Forty (140) feet, thence Southerly on a line parallel to the west line of lot One (1) a distance of One Hundred (100) feet, thence Easterly on a line parallel with the North line of said Lots one (1) and Eleven (11), a distance of One hundred Forty (140) feet to the East line of Lot One (1), a distance of One Hundred (100) feet, to the point of beginning, according to the official plat and survey of the City of Tulsa, Oklahoma.

One (1) then North along the East line of Lot One (1), a distance of One Hundred (100) feet, to the point of beginning, according to the official plat and survey of the City of Tulsa, Oklahoma.

This mortgage is given to secure the principal sum of Twelve Thousand and no/100 (\$12,000.00)

DOLLARS,

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

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

One note dated May 17th, 1923, for \$6,000.00 due in one year with interest at the rate of 8 per cent per annum payable semi-annually, said note signed by Jacob Rosenberg and made payable to Ella M. Richards. One note dated May 17th, 1923, for \$6,000.00 due in two years with interest at the rate of 8 per cent per annum payable semi-annually, said note signed by Jacob Rosenberg and made payable to Ella M. Richards.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part Y hereby covenant S and agree S 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 Y 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 S, that in the event action is brought to foreclose this mortgage, will pay a reasonable attorney's fee of as provided in said notes. 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 17th day of May, 1923

Jacob Rosenberg SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 17th

day of May, 1923, personally appeared Jacob Rosenberg, a single man,

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 3-11-25 (SEAL) E. Lamoine Morse, Notary Public.

I hereby certify that this instrument was filed for record in my office on 17 day of May, A. D., 1923

at 1:00 o'clock P. M. Book 439, Page 563

By Brady Brown Deputy. (SEAL) O. G. Weaver, County Clerk.