

231095 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That R. F. Peerson and Grace Peerson, his wife,

a _____ of Bixby, Okla. _____ County, Oklahoma, parties of the first part, have

mortgaged and hereby mortgage to... M. F. Young

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

Lots twenty three (23) and twenty four (24) block twenty five (25), Midland Addition to Bixby, Okla.

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...

Five hundred and no/100

DOLLARS,

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

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

Dated April 21, 1923, due three years after date together with all conditions of said not

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.

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 parties 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 \$50.00 _____ DOLLARS, which this mortgage also secures.

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

Dated this 21 day of April, 1925

R. F. Peerson _____ SEAL.

Grace Pearson.....SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 21st

day of April, 1923, personally appeared..

R. F. Pearson

and Grace Pearson

to me known to be the identical person... who executed the within and foregoing instrument and acknowledged to me that... executed
their

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 writton.

My commission expires Oct. 28, 1925. (Seal) A. C. Wise, Notary Public.

I hereby certify that this instrument was filed for record in my office on 21 day of May A. D., 1923

at 11:20 o'clock A. M. Book 439, Page 586

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