

231211 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Ida M. Kissinger and Charles F. Kissinger.

a _____ of Tulsa County, Oklahoma, part ies of the first part, ha VE
 mortgaged and hereby mortgage to Chas. K. Warren and W. T. Freeman,
 of _____ part ies of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Twenty two (22) in Block Four (4) Hillcrest Addition
 to the city of Tulsa,

Subject to a first mortgage of \$2500.00 favor Chas. E. Dent;
 Subject to a second mortgage of \$3717.62 favor Robt. E. Adams,
 Subject to a third mortgage of \$500.00

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 Fifty (\$250.00)

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable after maturity annually from - - -
 according to the terms of one certain promissory note described as follows, to-wit:

Tulsa, Oklahoma, May 21st, 1923, for value received, I, we, or either of us, promise to pay to the order of Chas. K. Warren and W. T. Freeman, the sum of Two Hundred Fifty Dollars, in installments of Fifteen Dollars per month; said installments to be paid on or before the 21st day of each and every month hereafter beginning the 21st day of June 1923.

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

Said part ies 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 per cent of face of mortgage. DOLLARS, which this mortgage also secures.

Part ies 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 21st day of May, 19 23.

Ida M. Kissinger

SEAL

Charles F. Kissinger

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 22nd day of May, 19 23, personally appeared _____

Ida M. Kissinger and Charles F. Kissinger, her husband,

and _____
 to me known to be the identical person S 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 Mar. 8, 1926. (Seal) Hazel M. Johnson, Notary Public.

I hereby certify that this instrument was filed for record in my office on 22 day of May, A. D., 19 23
 at 9:45 o'clock A. M. Book 439, Page 598

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