

231230 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That E. D. Brewer and Lettie R. Brewer, his wifea _____ of Tulsa, Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to The Terrace Drive Company, a corporationof _____ part V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Twenty-four (24) in Block Three (3) in the Subdivision of Blocks Two (2), Three (3), and Seven (7) of Terrace Drive Addition to the city of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

I hereby certify that I received \$ 120 and issued Receipt No. 9632 the day of payment of mortgage tax on the within mortgage
Dated this 22 day of May, 1923
WAYNE L. LICKLEY, County Treasurer

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 _____

One Thousand and Ninety and no one-hundredths

DOLLARS,

with interest thereon at the rate of Eight per cent, per annum, payable semi- annually from the Fifteenth day of April, 1923.according to the terms of one certain promissory note _____ described as follows, to-wit:

One certain promissory note in the sum of One Thousand and Ninety and 00/100 executed by E. D. Brewer and Lettie R. Brewer, his wife, dated the First day of May 1923, made payable to the Terrace Drive Company or Order and payable in installments as follows: "Thirty and no hundredths dollars (\$30.00) on the Fifteenth day of May, 1923, and a like amount on the Fifteenth of each succeeding month until the whole of the note is paid, with interest at the rate of Eight per cent per annum payable semi-annually from April 13, 1923 until paid.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties 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 party _____ 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 Ten per cent of the unpaid balance _____ DOLLARS, which this mortgage also secures.

Parties 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 First day of May, 19 23E. D. Brewer

SEAL

Mrs. Lettie R. Brewer

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

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

E. D. Brewer and Lettie R. Brewer, his wife

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 May 23, 1926. (Seal) Grace G. Coberly, 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 11:40 o'clock A. M. Book 439, Page 601

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