

231231 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Harold G. Cooke and Erie Cooke, his wifea _____ of _____ County, Oklahoma, part ies of the first part, ha. vemortgaged and hereby mortgage to 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 Twelve (12) in Block Four (4) Subdivision of a part of Block Five (5) of Terrace Drive Addition to the city of Tulsa, County of Tulsa, State of Oklahoma, according to the recorded plat thereof.

I hereby certify that I received \$ 50 and have
Record No. 9632 therefor in payment of mortgage
tax on the within mortgage.
Paid this 22 day of May, 1923
WILLIAM L. DICKEY, County Treasurer
WLD

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-five Hundred (\$2,500.00)

DOLLARS,

with interest thereon at the rate of 8% per cent, per annum, payable semi- annually from date hereofaccording to the terms of one certain promissory note _____ described as follows, to-wit:

One certain promissory note in the amount of Twenty-five Hundred Dollars (\$2,500.00) to be paid on or before six months from date with interest at the rate of 8% payable semi-annually. This mortgage is subject to a first of Ten Thousand Dollars (\$10,000.00) held by the Oklahoma City Building and Loan Association, Oklahoma City, Oklahoma.

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 _____ 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 Two Hundred-fifty (\$250.00) 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 27th day of April, 1923Harold G. Cooke

SEAL

Erie Cooke

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:Before me, _____, a Notary Public in and for said County and State, on this 27thday of April, 1923, personally appeared _____Harold G. Cookeand Erie Cooke, his wife,to me known to be the identical person S who executed the within and foregoing instrument and acknowledged to me that they executedthe 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 July 13, 1925. (Seal)J. U. Hatcher,

Notary Public.

I hereby certify that this instrument was filed for record in my office on 22 day of May, A. D., 1923at 11:40 o'clock A. M. Book 439, Page 602By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk.