

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Maude L. Oldham and L. F. Oldham, her husband

a of Tulsa County, Oklahoma, parties of the first part, have

mortgaged and hereby mortgage to G. W. Laws

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

Lot number Eleven (11) in Block number Forty six (46)  
in original town of Broken Arrow, Oklahoma.

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

Eight Hundred and No/100

DOLLARS,

with interest thereon at the rate of eight per cent, per annum, payable annually from May 26, 1923.

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

Broken Arrow, Okla., May 26, 1923. \$800.00  
May 26, 1924 after date, without demand, notice or protest, we, or either of us, as principal, promise to pay to the order of G. W. Laws Eight Hundred and No/100 Dollars, for value received, negotiable and payable, with interest from date at the rate of eight per cent per annum, payable at the First National Bank, Broken Arrow, Okla. Interest payable annually. If the interest be not paid when due it shall become a part of the principal and bear the same rate of interest. The makers, sureties and endorsers waive demand, notice and protest and agree to let the time of payment be extended without our consent from time to time until paid. In case this note is placed in the hands of an Attorney for collection, I, or we, agree to pay ten per cent. additional as Attorney's fee.

Maude L. Oldham  
L. F. Oldham

Copy

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 Eighty and No/100 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 26th day of May, 1923.

Maude L. Oldham SEAL.

L. F. Oldham SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 26th day of May, 1923, personally appeared

Maude L. Oldham

and L. F. Oldham, her husband

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 Nov. 4, 1926. (Seal) R. A. Wallingford, Notary Public.

I hereby certify that this instrument was filed for record in my office on 26 day of May, A. D., 1923

at 11:40 o'clock A. M. Book 439, Page 629

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