

E24517 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That E. H. Josey, a single man and R. H. Josey Atty.

a _____ of Tulsa, Okla. Tulsa County, Oklahoma, part Y of the first part, has
 mortgaged and hereby mortgage to Claude Sample
 of _____ part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of the East 70 feet of Lots 1-2-3- and the North
 10 ft. of East 70 ft. Lot 4 all in Block 18 in the
 Park Hill Addition to the city of Tulsa, 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 _____

Seven Hundred _____ DOLLARS,

with interest thereon at the rate of 10 per cent, per annum, payable _____ annually from _____ date _____

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

700.00 bearing 10% dated 9/27/22 due 10/27/22 signed by E. H. Josey
 & R. H. Josey.

Made in favor of Claude Sample

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

Said part Y of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, _____ will pay a
 reasonable attorney's fee of One Hundred _____ DOLLARS,
 which this mortgage also secures.

Part Y 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 27 day of Sept., 19 22

E. H. Josey _____ SEAL

R. H. Josey _____ SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 27
 day of Sept., 19 22, personally appeared _____

E. H. Josey

and R. H. Josey, Atty.

to me known to be the identical person _____ who executed the within and foregoing instrument and acknowledged to me that he _____ executed
 the same as _____ his 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 March 27, 1924. (Seal) Edward E. Barrett, Notary Public.

I hereby certify that this instrument was filed for record in my office on 15 day of March, A. D., 19 23
 at 10:00 o'clock A. M. Book 439, Page 80

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