

COMPLAINT 224562 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Bernice Ries and Arthur Ries, wife and husband and Frederica L. Brooks and Leslie Brooks, wife and husband a of Tulsa County, Oklahoma, part 18.3 of the first part, ha ve mortgaged and hereby mortgage to T. Dahlstrom of part 18.3 of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot One (1) in Block Two (2), Elm Park Addition to the City of Tulsa, according to the recorded plat thereof;

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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 thirty-five hundred and no/100 DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable semi-annually from date according to the terms of 31 certain promissory note described as follows, to-wit:

One note for Five hundred dollars (\$500.00), payable three months after date and thirty notes for One hundred dollars (\$100.00), each payable one to thirty months after date, respectively, all of said notes dated March 8, 1923.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 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 18.3 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 Three hundred fifty and no/100 DOLLARS, which this mortgage also secures.

Part 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 12th day of March, 1923

Bernice Ries  
Arthur Ries  
Frederica L. Brooks  
Leslie Brooks

SEAL  
SEAL

Tulsa  
STATE OF OKLAHOMA, County of, ss:

Before me, a Notary Public in and for said County and State, on this 12 day of March, 1923, personally appeared Bernice Ries and Arthur Ries, wife and husband and Frederica L. Brooks and Leslie Brooks, wife and husband

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 Jan. 23, 1926. (Seal) One Cook, Notary Public.

I hereby certify that this instrument was filed for record in my office on 15 day of March A. D., 1923 at 3:00 o'clock P. M. Book 433, Page 85 By Brady Brown, Deputy, (Seal) O. G. Weaver, County Clerk.