

224571 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Charles West and Sophia H. West, his wife

a \_\_\_\_\_ of Tulsa County, Oklahoma, part 1st of the first part, has here  
mortgaged and hereby mortgage to Benjamin I. Love

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

Lot Nine (9) in block Nine (9) in Stonebraker Heights Addition to the city of Tulsa, according to the recorded plat thereof.

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.

Four Thousand Eight Hundred Seventy and no/100

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable -- annually from March 15th, 1923.

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

One note for the principal sum of \$4870.00 payable in monthly installments of \$125.00, the first installment being due and payable November 15th, 1922, with option in the maker to pay as many additional installments as they may desire at any installment date.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party<sup>ies</sup> 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 V. shall be entitled to the immediate possession of the premises and all rents and profits thereof. This mortgage is subject to a first mortgage of \$6000.00 of even date herewith made to Benjamin E. Love by the mortgagor herein.

Said part 1st 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 amount due which this mortgage also secures. -DOLLARS-

Part ies of the first part, for said consideration, do hereby expressly waive appraisement of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 15th day of March, 1923

Chas. West

Sophia H. West \_\_\_\_\_ SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 15th  
day of March, 1923, personally appeared \_\_\_\_\_

Charles West

and Sophia H. West, husband and wife

to me known to be the identical person<sup>S</sup> who executed the within and foregoing instrument and acknowledged to me that<sup>they</sup> executed the same as<sup>their</sup> 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 28, 1923. (Seal) Mabel Robinson, Notary Public.

I hereby certify that this instrument was filed for record in my office on 15 day of March A. D. 1923

at 3:20 o'clock P. M. Book 439, Page 88

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