

224710 C.H.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Edward Soph

a _____ of Tulsa County, Oklahoma, part Y of the first part, ha. S
 mortgaged and hereby mortgage to The Liberty National Bank, Tulsa, Okla.

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

North Half of Lot Five (5), and a strip of land sixteen and one-half (16½) feet wide off the north side of the South Half of Lot Five (5), and the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) and a strip of land sixteen and one-half (16½) feet wide off the north side of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼), all in Section Twenty-four (24), Township Nineteen (19) North, Range Twelve (12) East, containing twenty-seven (27) acres more or less.

(The above described property is not nor never was any part of my homestead.)

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-three Thousand & No/100 (\$33,000.00)

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable _____ annually from _____ maturity

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

One note in the principal sum of \$33,000.00, dated February 17th, 1923, due April 24th, 1923, bearing interest at the rate of eight per cent from maturity, signed by Edward Soph Company, Inv. by Edward Soph, President, and endorsed by Edward Soph.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part Y hereby covenant S and agree S 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 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, he will pay a reasonable attorney's fee of ten per cent of principal sum of note DOLLARS, which this mortgage also secures.

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

Dated this 17th day of February, 19 23.

Edward Soph

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 17th day of February, 19 23, personally appeared _____

Edward Soph

and _____

to me known to be the identical person _____ who executed the within and foregoing instrument and acknowledged to me that he executed his

the same as _____ 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 November 19th, 1924. (Seal) Olive McQueen, Notary Public.

I hereby certify that this instrument was filed for record in my office on 16 day of March, A. D., 19 23

at 4:30 o'clock P. M. Book 439, Page 94

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