

224749 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That H. W. Bardsleya ..... of Tulsa, Tulsa County, Oklahoma, part V of the first part, ha. S  
mortgaged and hereby mortgage to W. H. Rodgersof ..... part V of the second part, the following described real estate and premises situated in  
Tulsa County, State of Oklahoma, to-wit:All of lot twenty-one (21) in Block one (1),  
Kirkpatrick Heights Addition to the city of  
Tulsa, as shown by the recorded plat thereof.

11th day of March 1923  
 Receipt No. 8290  
 Paid for the within .....  
 Dated this 17 day of March 1923  
 WAYNE L. DICKEY, County Treasurer

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 .....

Eleven Hundred and Twenty (\$1120.00) DOLLARS,with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from March 14th, 1923according to the terms of 45 certain promissory note S described as follows, to-wit:

Forty-four notes of \$25.00 each of even date signed by mortgagee and  
 one for balance, said notes to fall due one each month till all are  
 paid; also seven notes covering interest to be paid at the semi-annual  
 periods.

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

Said part V 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 V 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 14th day of March, 19 23H. W. Bardsley SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ..... a Notary Public in and for said County and State, on this 14th  
 day of March, 19 23, personally appeared.....

H. W. Bardsley, a single person

and.....

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

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 Oct. 16, 1925 (Seal) Lee O. Flemmons, Notary Public.I hereby certify that this instrument was filed for record in my office on 17 day of March A. D., 19 23at 10:00 o'clock A. M. Book 439, Page 96By Brady Brown Deputy. O. C. Weaver, County Clerk.