

COMPARED

## MORTGAGE RECORD NO. 456

232968 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That May Reber and M. S. Reber, her husband  
 a \_\_\_\_\_ of Tulsa County, Oklahoma, part 1st of the first part, have  
 mortgaged and hereby mortgage to T.G. Rogers part V of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

The South Fifty (50) feet of Lot One (1), Block  
 Seven (7) Highlands Addition to the city of  
 Tulsa, County of Tulsa, State of Oklahoma accord-  
 ing 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 Nineteen Hundred and Fifty and No/100 (\$1950.00) DOLLARS,  
 with interest thereon at the rate of 8 per cent, per annum, payable monthly from \_\_\_\_\_ date  
 according to the terms of 36 certain promissory note 8 described as follows, to-wit:

35 notes of date May 26th 1923 in an amount of \$25.00  
 each with interest at the rate of 8% per annum, payable  
 monthly on the unpaid balance and one note of like amount  
 each month thereafter, first note due June 26th, 1923.

One note in the amount of \$1075.00 due and payable 36 months  
 from date, with interest at the rate of 8% per annum.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party 1st 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 upon 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 mort-  
 gage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said prin-  
 cipal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and the second party 2 shall be entitled to the immediate pos-  
 session of the premises and all the rents and profits thereof.

Said party 1st of the first part hereby agree 5, that in the event action is brought to foreclose this mortgage, \_\_\_\_\_ will pay a  
 reasonable attorney's fee of \$200.00 DOLLARS  
 which this mortgage also secures.

Parties 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 26th day of May, 19 23.

May Reber

SEAL

M. S. Rber

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State on this 26th  
 day of May, 1923, personally appeared \_\_\_\_\_

and May Reber  
M. S. Reber, her husband  
 to me known to be the identical person 8 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 March 18, 1927. (Seal) W. Warren Fewell, Notary Public

I hereby certify that this instrument was filed for record in my office on 11th day of June, A. D., 19 23  
 at 1:20 o'clock P. M. Book 430, Page 102  
 By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk