

#233106 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Effie Pearle Mauzey and Dave Mauzey, her husband,
 a Tulsa, Tulsa County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to W.W. Fox,
 of Tulsa, Tulsa County, Oklahoma, parties of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Twenty-six (26) Block Two (2) Oak
 Lawn Addition to the City of Tulsa,
 Oklahoma.

TREASURER'S RECEIPT
 I hereby certify that I received \$160 and issued
 Receipt No. 10032 in payment of mortgage
 dated June 12, 1923

June 12, 1923

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 Two Thousand and no/100 DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable date until paid
 according to the terms of 50 certain promissory notes 8 described as follows, to-wit:

Fifty (50) Promissory notes, numbered 1 to 50, inclusive,
 dated June 1st, 1923, each in the principal sum of Forty
 Dollars (\$40.00), with interest thereon at the rate of eight
 per cent (8%) per annum from date until paid; the first of
 said notes maturing on July 1st, 1923, and the remainder of
 said series of notes being due and payable consecutively on
 the first day of each month thereafter until the remaining
 49 notes shall have been paid.

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

Said parties of the first part hereby agree that in the event action is brought to foreclose this mortgage, they will pay a
 reasonable attorney's fee of ten per cent of the amount remaining due and unpaid and Ten 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 1st day of June, 1923.

Effie Pearl Mauzey

SEAL

Dave Mauzey

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, June 12, 1923, a Notary Public in and for said County and State on this 1st
 day of June, 1923, personally appeared Effie Pearle Mauzey and Dave Mauzey,

and to me known to be the identical persons 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 15, 1924. (SEAL) Ethel Bogard Notary Public

I hereby certify that this instrument was filed for record in my office on 12 day of June, A. D., 1923
 at 4:00 o'clock P. M. Book 430, Page 108

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