

#233453 NS

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Marshall Reed and Mary Reed,  
 a Tulsa County, Oklahoma, parties of the first part, have  
 mortgaged and hereby mortgage to M. J. Jones,  
 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 Ten (10) Greenwood  
 Addition to the City of Tulsa, Oklahoma,  
 according to the recorded plat thereof.

RECORDED  
 I hereby certify that I received \$106 and issued  
 a receipt No. 10113 therefor in payment of mortgage  
 on the within mortgage  
 Date this 16 day of June 1923

WAYNE L. LICK, 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 Hundred and Fifty Seven 12/100  
DOLLARS,  
 with interest thereon at the rate of 10 per cent, per annum, payable monthly annually from December 20th, 1922  
 according to the terms of one certain promissory note described as follows, to-wit:

One note dated December 20th, 1922 for \$257.12 payable  
 in monthly installments of \$30.00 each with interest  
 at the rate of 10% payable monthly on each note, First  
 payment due and payable on Jan. 20th 1925, and a like  
 payment due and payable on the 20th day of each succeeding  
 month until this note is paid in full.

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, will pay a  
 reasonable attorney's fee of Twenty Five No/100 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 6th day of March, 1923

Marshall Reed SEAL

Mary Reed SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State on this 6th  
 day of March, 1923, personally appeared Marshall Reed and Mary Reed,

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 4-19-26 (SEAL) A.S. Viner, Notary Public

I hereby certify that this instrument was filed for record in my office on 16 day of June A. D., 1923

at 1:00 o'clock P. M. Book 439, Page 130

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