

233696 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That H. Brock
of Tulsa County, Oklahoma, part 1 of the first part, ha 9
mortgaged and hereby mortgage to H. T. Bennett
of Tulsa County, Oklahoma, part 1 of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

Lot 6, Block 4 Berry Hard Add. to the city of
Tulsa.

This not my homestead.
This is given subject to the full payment on said
lot of \$168.00 now due said loan

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 One Hundred and Thirty DOLLARS,
with interest thereon at the rate of 8 per cent, per annum, payable annually from maturity
according to the terms of 1 certain promissory note described as follows, to-wit:

Dated June 19, 1923 for \$130.05 due 60 day after date.

TREASURER'S RECEIPT
I hereby certify that I received \$ 130.05 and issued
Receipt No. 10195 therefor in payment of mortgage
tax on the within mortgage.
Dated this 21 day of June 1923
WAYNE L. DICKLEY, County Treasurer
W. J. Deputy

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

Said part 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 _____ DOLLARS
which this mortgage also secures.

Part 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 19 day of June, 19 23

H. Brock

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State on this 19th
day of June, 1923, personally appeared _____

H. Brock

and _____
to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that _____ executed
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 July 5, 1923. D. G. Elliott, Notary Public

I hereby certify that this instrument was filed for record in my office on 20 day of June A. D. 19 23
at 9:00 o'clock A. M. Book 439, Page 149
By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk