

234014 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Mrs. A. M. Ferguson, a widow and J. D. Waters
 of Tulsa County, Oklahoma, part 1987 the first part, ha^{ies}
 mortgaged and hereby mortgage to M. F. Armstrong and May Armstrong
 of part 1es of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Thirteen (13) in Block Seventeen (17) in the Owen
 Addition to the city of Tulsa, according to the recorded
 Amended plat thereof, dated April 25, 1907 and duly filed
 for record.

TREASURER'S RECEIPT

I hereby certify that I received \$200.00 and issued
 Receipt 10357 therefor in payment of mortgage
 tax on the within instrument.

Dated this 7th day of June, 1923.

WAYNE L. BROWN, County Treasurer

a. j.
Deputy

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 DOLLARS,
 with interest thereon at the rate of 10 per cent, per annum, payable annually from date until paid
 according to the terms of one certain promissory note described as follows, to-wit:

for \$200.00 dated at Tulsa, Okla. June 7, 1923. and due in Six months
 from date.

#1.

ACKNOWLEDGMENT.

State of Oklahoma, }
 County of Tulsa. } ss.

Before me, the undersigned, a Notary Public in and for said County and State,
 on this 7 day of June, 1923, personally appeared Mrs. A. M. Ferguson and -- to me
 known to be the identical person who executed the within and foregoing instrument,
 the said Mrs. A. M. Ferguson signing by her mark in my presence, and in the presence
 of J. D. Jones and D. W. Crouch as witnesses, 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.
 My commission expires May 3, 1924. (Seal) J. R. Clark, Notary Public.

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

Said part ^{ies} of the first part hereby agree ^s, that in the event action is brought to foreclose this mortgage, Fifty will pay a
 reasonable attorney's fee of Fifty DOLLARS
 which this mortgage also secures.

Part ^{ies} 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 7 day of June, 1923

Witness to mark

D. W. Crouch

J. D. Jones

her
 Mrs. A. M. Ferguson

SEAL

mark
 J. D. Waters

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, J. D. Waters, a Notary Public in and for said County and State on this 7
 day of June, 1923, personally appeared

and J. D. Waters
 to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed
 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 May 3, 1924. (Seal)

J. R. Clark,

Notary Public

#1.

I hereby certify that this instrument was filed for record in my office on 23 day of June, A. D., 1923
 at 10:00 o'clock A.M. Book 439, Page 167
 By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk