

#233496 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That George W. Herbold and Jessie K. Herbold,
 of Tulsa, County, Oklahoma, part ies of the first part, have
 mortgaged and hereby mortgage to W.P. Jeremiah, of Tulsa County, Oklahoma,
 of part y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of the South Fifty (50) feet of Lot Three
 (3) in Block Thirteen (13) in Hodge Addition to
 the City of Tulsa, Oklahoma, according 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 Seven Hundred - - - (\$700.00) - - -
 DOLLARS,
 with interest thereon at the rate of 6 per cent, per annum, payable monthly ~~xxxx~~ from date
 according to the terms of 25 certain promissory note 8 described as follows, to-wit:

Dated June 8th, 1923, payable in 25 monthly
 installments of \$25.00 each, the first installment
 being due on the 8th day of July, 1923, and a like
 installment falling due on the 8th day of each suc-
 ceeding month until the entire amount of principal
 and interest is paid in full, interest to be at the
 rate of 6% per annum, payable semi-annually.

10324
 29 June 1923
 A.C.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies 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.

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 y 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, 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.

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 8 day of June, 1923.

George W. Herbold SEAL

Jessie K. Herbold, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, E.N. Riley, a Notary Public in and for said County and State on this 8th
 day of June, 1923 personally appeared George W. Herbold and Jessie K.
Herbold,

~~xxx~~
 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 Dec. 1st, 1923. (SEAL) E.N. Riley, Notary Public

I hereby certify that this instrument was filed for record in my office on 15 day of June A. D. 1923
 at 10:45 o'clock A. M. Book 439, Page 174

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