

COMPARED

Overhay Bros. Binders

234424 O.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W. C. Stewart and Mina Stewart, his wife,
Tulsa, Tulsa County, Oklahoma, part ies of the first part, ha ve
 mortgaged and hereby mortgage to The Liberty National Bank of Tulsa, Okla.,
 of part X of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

The South Half ($S\frac{1}{2}$) of the Southwest Quarter ($SW\frac{1}{4}$) of the
 Northeast Quarter ($NE\frac{1}{4}$) and West Half ($W\frac{1}{2}$) of the Northwest
 Quarter ($NW\frac{1}{4}$) of the Southeast Quarter ($SE\frac{1}{4}$) less 6.40 acres
 of K. O. C. & S. R. R. and Northeast Quarter ($NE\frac{1}{4}$) of North-
 west Quarter ($NW\frac{1}{4}$) of Southeast Quarter ($SE\frac{1}{4}$) of Section
 Seventeen (17), Township Twenty-two (22) North, Range Fourteen
 (14) East, of the Indian Meridian.

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 Thirty-two Hundred & No/100 (\$3200.00) DOLLARS,
 with interest thereon at the rate of 10 per cent, per annum, payable - - annually from maturity
 according to the terms of 1 certain promissory note described as follows, to-wit:

One note in the principal sum of \$3200.00, dated June 25th, 1923, due
 ninety days from date, bearing interest at the rate of ten per cent
 from maturity, signed by W. C. Stewart and Mina Stewart, his wife,

TREASURER'S ENDORSEMENT
 I hereby certify that I received \$64.88 and issued
 Receipt No. 10307 therefor in payment of mortgage
 tax on the within premises.
 Dated this 28 day of June, 1923
WAYNE L. LICKLY, County Treasurer
P.S.B.
 Deputy

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, 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 ies 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 principal sum of said note 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 25th day of June, 1923

W. C. Stewart

SEAL

Mina Stewart

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, - - -, a Notary Public in and for said County and State on this 25th
 day of June, 1923 personally appeared

W. C. Stewart and Mina Stewart, his wife,
 and - - -
 to me known to be the identical person s 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 Sept. 11th, 1926. (Seal) E. E. Bateman, Notary Public

I hereby certify that this instrument was filed for record in my office on 28 day of June A. D., 1923
 at 9:30 o'clock A. M. Book 439, Page 200
 By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk