

#234633 NS COMPARED

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Ruby E. Janeway and F.G. Janeway, her husband,  
 of Tulsa, County, Oklahoma, parties of the first part, have  
 mortgaged and hereby mortgage to A. J. Krieta  
 of part y of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot Eleven (11) in Block Two (2) George B. Perryman  
 Addition to the City of Tulsa, Tulsa County, Oklahoma,  
 according to the recorded plat thereof.

RECORDED  
 This instrument was recorded on 30 day of June 1923  
 at 3 o'clock P.M.  
 in Book 439, Page 219  
 of the Public Records of the County of Tulsa, State of Oklahoma

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 and no/100 (700.00) DOLLARS,  
 with interest thereon at the rate of 10 per cent, per annum, payable annually from date hereof  
 according to the terms of one certain promissory note described as follows, to-wit:

Note in the sum of \$700.00, dated June 28, 1923.

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 Seventy and no/100 (\$70.00) 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 28th day of June, 1923.

Ruby E. Janeway, SEAL  
F.G. Janeway, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State on this 28th  
 day of June, 1923, personally appeared Ruby E. Janeway and F.G. Janeway, her  
husband,

xxx 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 Sept. 6, 1925. (SEAL) Maude Tuten, Notary Public

I hereby certify that this instrument was filed for record in my office on 30 day of June, A. D., 1923  
 at 10 o'clock A. M. Book 439, Page 219  
 By Brady Brown Deputy. (SEAL) O.G. Weaver, County Clerk