

#234648 NS

REAL ESTATE MORTGAGE

COMPARED
 KNOW ALL MEN BY THESE PRESENTS, That P.M. Southwell and Leila Southwell, his wife,
 of Tulsa, County, Oklahoma, part 128 of the first part, have
 mortgaged and hereby mortgage to Henry Brandner,
 of Tulsa, County, Oklahoma, part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Four (4) in Block Seven (7) Terrace
 Drive Addition to the City of Tulsa, Oklahoma,
 according to the recorded plat thereof.

TULSA COUNTY RECORDS
 I have recently filed and recorded
 Book 10363 Page 6 of the first part of mortgage
 tax on the within mortgage
 Book 30 Page 6 of the second part
 W. H. L. BERRY, County Treasurer
28B
 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 Three Hundred Fifty & No/100 -----
 ----- DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable monthly from July 1, 1923
 according to the terms of one certain promissory note ----- described as follows, to-wit:

Amount \$350.00, dated June 29, 1923, payable in installments
 of \$20.00 each month, beginning August 1, 1923, with interest
 on deferred payments at the rate of 8% per annum, payable
 monthly.

Subject to a mortgage for \$1400.00 to the Local Building & Loan
 Association of Oklahoma City, Okla.

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 Thirty-five ----- 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 29th day of June, 1923.

P.M. Southwell, SEAL
Leila Southwell, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ----- a Notary Public in and for said County and State on this 29th
 day of June, 1923, personally appeared P.M. Southwell and Leila Southwell,
his wife.

and -----
 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 May 25, 1924 (SEAL) A. E. Henry, Notary Public

I hereby certify that this instrument was filed for record in my office on 30 day June, A. D., 1923
 at 10:30 o'clock A. M. Book 439, Page 221
 By Brady Brown Deputy. O. G. Weaver, County Clerk
 (SEAL)