

234717 C.M.J.

REAL ESTATE MORTGAGE

COMPARED

KNOW ALL MEN BY THESE PRESENTS, That C. S. Moga and Pearl Moga, his wife
 of Tulsa, Tulsa County, Oklahoma, part 198 of the first part, have
 mortgaged and hereby mortgage to M. S. Mosby
 of part 19 of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lots forty seven (47) and forty eight (48) in block Thirty
 six (36), West Tulsa, an addition to the city of Tulsa,
 Oklahoma, according to the recorded plat thereof.

TREASURER'S ENCLOSURE
 I hereby certify that I received \$ 200 and issued
 Receipt No. 10386 in payment of mortgage
 tax on the within instrument.
 Dated this 2 day of July, 1923
W. W. Stucky County Treasurer
P. B.

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 One thousand and No/100 DOLLARS,
 with interest thereon at the rate of eight per cent, per annum, payable semi annually from date
 according to the terms of one certain promissory note described as follows, to-wit:

one note of even date herewith executed by first parties to second
 party for the principal sum of one thousand dollars, due one year
 after date with interest from date until paid at the rate of eight
 per cent per annum, interest payable semi annually.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 19 hereby
 covenants and agrees 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 19 shall be entitled to the immediate pos-
 session of the premises and all the rents and profits thereof.

Said part 19 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 One Hundred twenty five and No/100 DOLLARS
 which this mortgage also secures.

Part 19 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 27th day of June, 19 23.

v C. S. Moga

SEAL

Pearl Moga

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State on this 27th
 day of June, 19 23, personally appeared _____

C. S. Moga
 and Pearl Moga, his wife
 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 March 10, 1925. (Seal) Fred S. Broach, Notary Public

I hereby certify that this instrument was filed for record in my office on 2 day of July A. D., 19 23
 at 10:00 o'clock A. M. Book 439, Page 225
 By Brady Brown, Deputy, (Seal) O. G. Weaver, County Clerk