

234763 C.M.J.

REAL ESTATE MORTGAGE

COMPARED

KNOW ALL MEN BY THESE PRESENTS, That P. B. Stewart
 of Tulsa, Oklahoma County, Oklahoma, part X of the first part, has
 mortgaged and hereby mortgage to Reta Fredrick
 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 forty eight (48) feet of the north ninety four (94)
 feet of lots Thirteen (13) and Fourteen (14) in Block Five
 (5) in College Addition to the city of Tulsa Oklahoma,
according to the recorded plat thereof

TREASURER'S ENDORSEMENT

I hereby certify that I received \$100.00 and issued
 Receipt No. 10427 in payment of mortgage
 tax on the within tract.

Dated this 3 day of 7 1923

W. W. Stucky, County Treasurer

P. B. Stewart
 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 _____
One Hundred & No/100 DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable _____ annually from _____ date _____
 according to the terms of one certain promissory note _____ described as follows, to-wit:

One certain promissory note in the amount of \$100.00 dated May
 29th, 1923 due in sixty days from date with interest at the
 rate of 8% per annum.

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 Y shall be entitled to the immediate pos-
 session of the premises and all the rents and profits thereof.

Said part ies the first part hereby agree, that in the event action is brought to foreclose this mortgage, _____ will pay a
 reasonable attorney's fee of Ten dollars and 10% 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 29th day of May, 1923

P. B. Stewart

SEAL

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 MAY, 1923, personally appeared _____

P. B. Stewart

and _____
 to me known to be the identical person _____ who executed the within and foregoing instrument and acknowledged to me that she executed
 the same as her 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 Feb. 4th, 1925 (Seal) Lewis G. Malone, Notary Public

I hereby certify that this instrument was filed for record in my office on 2 day of July A. D. 1923
 at 2:40 o'clock P. M. Book 439, Page 229

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