

COMPARED

234801 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. S. Presley and Josiephene Presley  
 of Tulsa County, Oklahoma, part Y of the first part, have  
 mortgaged and hereby mortgage to G. J. Patterson  
 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:

The South one half (1/2) of Lots One (1) and Two(2),  
 in Block One (1) Gurley Hill Addition to the city of  
 Tulsa, Tulsa County Oklahoma.

TREASURER'S RECEIPT  
 I hereby certify that I received \$ 400.00 and issued  
 Receipt No. 10414 in payment of mortgage  
 on the within instrument.  
 Dated this 2 day of July 1923  
W. H. Stuckey Notary Public  
P. S. 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 Four Hundred (\$400.00) Dollars DOLLARS,  
 with interest thereon at the rate of 10% per cent, per annum, payable monthly annually from date  
 according to the terms of 16 certain promissory note S described as follows, to-wit:

Sixteen Notes, Dated June 30th, 1923, at Tulsa, Oklahoma, for  
 the sum of Twenty-five Dollars (\$25.00) each at the rate of 10% Ten  
 per cent per annum, One of the said notes falling due on the 30th  
 day of July 1923, and one note falling due on the 30th day of each  
 and every month thereafter, until the entire sum of Four-Hundred  
 Dollars, (\$400.00) has been paid with interest, the interest on all  
 deferred payments represented by the said notes to be paid monthly;

*C. A. Hereford*  
 11-27-1923  
*Brady Brown*

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, they will pay a  
 reasonable attorney's fee of Fifty dollars (\$50.00) 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 30th day of June, 1923.

J. S. Presley

Josiephene Presley

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, June 23, a Notary Public in and for said County and State on this 30th  
 day of June, 1923, personally appeared

J. S. Presley

and Josiephene Presley

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 January 29th, 1927 (Seal) C. A. Hereford Notary Public

I hereby certify that this instrument was filed for record in my office on 2 day of July A. D., 1923  
 at 4:00 o'clock P. M. Book 439, Page 233  
 By Brady Brown Deputy (Seal) C. G. Weaver County Clerk