

#234891 NS

REAL ESTATE MORTGAGE

COMPARED

KNOW ALL MEN BY THESE PRESENTS, That J.D. Boyd
 a Tulsa, Tulsa County, Oklahoma, part Y of the first part, ha S
 mortgaged and hereby mortgage to R.L. Stewart
 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 5, Block 7 in Berry & Hart Addition

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 Forty (\$40.00) DOLLARS,
 with interest thereon at the rate 10% per cent, per annum, payable 15th of xxxxxxxxxx August 1923
 according to the terms of 1 certain promissory note described as follows, to-wit:

TREASURY DEPARTMENT
 I hereby certify that I have seen 104 and issued
 Receipt No. 10450 for the payment of mortgage
 tax on the above instrument
 Witness my hand and seal of the Treasury Department
W.W. Stuckey Secretary
P.B.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part Y hereby
 covenant S and agree S 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.

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

Said part Y of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, S will pay a
 reasonable attorney's fee of S DOLLARS
 which this mortgage also secures.

Part S of the first part, for said consideration, do S hereby expressly waive appraisalment of said real estate and all benefit of
 the homestead, exemption and stay laws in Oklahoma.

Dated this 3 day of July, 1923.

J.D. Boyd SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, J.D. Boyd, a Notary Public in and for said County and State on this 3rd
 day of July, 1923, personally appeared J.D. Boyd

and S
 to me known to be the identical person S who executed the within and foregoing instrument and acknowledged to me that he executed
 the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written:
 My commission expires Aug. 14, 1923 (SEAL) Alma Dort Notary Public

I hereby certify that this instrument was filed for record in my office on 3 day of July, A. D., 1923
 at 12 o'clock M. Book 439, Page 237

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