

#235015 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Thomas C. Rogers and Clara Rogers, his wife,
 of Tulsa, County, Oklahoma, part^{ies} of the first part, ha^{ve}
 mortgaged and hereby mortgage to Daniel W. White and Peter Cope White,
 of parties of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Nine (9) in Block Twenty-seven (27) in
 College Addition to City of Tulsa, Oklahoma, as
 shown by the recorded plat thereof.

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 Twenty five Hundred (\$2,500.00) DOLLARS,
 with interest thereon at the rate of eight per cent, per annum, payable semi- annually from date
 according to the terms of two certain promissory note described as follows, to-wit:

Both notes even date herewith for Twelve hundred
 fifty Dollars each, due three (3) years after date,
 one payable to Daniel W. White and the other one
 payable to Peter Cope White, both signed by Thomas
 C. Rogers and Clara Rogers,

TREASURER'S RECEIPT
 I hereby certify that I received \$1.50 and have
 Receipt No. 10457 thereon in payment of the
 tax on the within mortgage.
 Dated this 5 day of July 1923
 W. W. Buckner, Treasurer
 P. S. B.

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

Said part^{ies} 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 \$15.00 and 10 per cent of amount due 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 21st day of June, 1923.

Thomas C. Rogers, SEAL

Clara Rogers, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State on this 21st
 day of June, 1923 personally appeared Thomas C. Rogers, and Clara Rogers,

to me known to be the identical person^s who executed the within and foregoing instrument and acknowledged to me that they
 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 September 24, 1925 (SEAL) James B. Brooks, Notary Public

I hereby certify that this instrument was filed for record in my office on 5 day of July A. D., 1923
 at 2:30 o'clock P. M. Book 439, Page 241

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