

235103 DLE

Overseer, State, Oklahoma

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Sarah Lack and A. I. Lack her husband
 a Tulsa County, Oklahoma, part ies of the first part, her
 mortgaged and hereby mortgaged Sto. Mayme M. Smith
 party of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Six (6), Block fourteen (14), Re-Subdivision
 of Block six (6), Lots 1,2,3, and 4, Terrace Drive
 Addition to the City of Tulsa, Tulsa County Oklahoma
 according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$1148.37
1148.37 from the mortgagor
 on this 6 day of July, 1923
W. H. Haskins
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 Eleven hundred forty-eight & 75/100
 DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable Monthly on deferred balance
 according to the terms of One certain promissory note described as follows, to-wit:

One installment note in the amount of \$1148.37 payable in monthly installments
 of \$20.84 including the interest on degerred balance at 8% per annum. Payments
 to be applied first to the discharge of all interest due and balance to apply
 as principal. Note to be dated July 5th, 1923. and signed by Sarah Lack and A.
 I. Lack, her husband.

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 parties 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 Ten percent of the total amount herein
 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 5th day of July, 1923

Sarah Lack SEAL

A. I. Lack SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State on this 5th
 day of July, 1923, personally appeared Sarah Lack and A. I. Lack, her husband

and _____
 to me known to be the identical person A 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 Mar 24, 1925 (SEAL) Kathryn Sontag Notary Public

I hereby certify that this instrument was filed for record in my office on 6th day of July, A. D., 1923
 at 9:45 o'clock A. M. Book 456, Page 251
 By Brady Brown Deputy. (SEAL) O. G. Weaver County Clerk