

#235507 NB COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Q.A. Selby,
 of Tulsa, County, Oklahoma, part Y of the first part, ha S
 mortgaged and hereby mortgage to Charles Stuckard,
 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 Fifty feet of Lot Four (4) in Block One
 Hundred Ninety-Six (196) in the Original Townsite of
 the Town (now City) of Tulsa, Tulsa County, Oklahoma,
 according to the government survey 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 Two Thousand -----
 ----- DOLLARS,
 with interest thereon at the rate of nine per cent, per annum, payable semi annually from July 10th, 1923.
 according to the terms of one certain promissory note ----- described as follows, to-wit:

One note for \$2000.00 due one year after date, with
 interest at the rate of 9% per annum, payable semi-
 annually from date.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$2,400. and issued
 Receipt No. 10584 therefor in payment of mortgage
 tax on the within instrument.

Dated this 11 day of July, 1923
W.W. Stucky, County Treasurer
P.S.B. Deputy

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. 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 Y of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, he will pay a
 reasonable attorney's fee of Ten Dollars and 10% of note. -----
 which this mortgage also secures. 1000.00

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

Dated this 10th day of July, 1923.

C.A. Selby SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State on this 10th
 day of July, 1923, personally appeared C.A. Selby,

and -----
 to me known to be the identical person ----- 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 signature and official seal the day and year last above written.

My commission expires Dec. 2, 1925. (SEAL) Arthur Ries, Notary Public

I hereby certify that this instrument was filed for record in my office on 11 day of July, A. D., 1923
 at 4 o'clock P. M. Book 439, Page 252

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