

235969 DIE.

COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Pearle H. Burke and J. E. Burke, wife and husband,
 of Tulsa County, Oklahoma, part 108 of the first part, have
 mortgaged and hereby mortgage to Liberty National Bank
 of Tulsa County, State of Oklahoma, to-wit: part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Thirteen (13) in Block Seven (7) in Bren-Rose
 addition to the city of Tulsa, Tulsa County, Okla-
 homa, according to 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 and no/100 DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable annually from date 1
 according to the terms of one certain promissory note described as follows, to-wit:

One note in the principal sum of twenty five hundred dollars
 (\$2500.00) dated July 16, 1923, bearing interest at the rate
 of eight percent per annum from date, payable annually, due
 on or before four months from date, signed by Pearle H. Burke
 and J. E. Burke

TREASURER'S ENDORSEMENT

I hereby certify that I received \$250 and issued
 Receipt No. 10675 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 17 day of 7 1923
W. W. Stuckey, County Treasurer
P. B.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 108 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.

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 108 of the first part hereby agree, that in the event action is brought to foreclose this mortgage, we will pay a
 reasonable attorney's fee of ten percent of principal sum of said note DOLLARS
 which this mortgage also secures.

Part 108 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 16 day of July, 1923

Pearle H. Burke SEAL

J. E. Burke SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State on this 16th
 day of July, 1923, personally appeared Pearle H. Burke and J. E. Burke, wife and
husband,
 and
 to me known to be the identical person s 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 April 6, 1927 (SEAL) Bertha Taylor Notary Public

I hereby certify that this instrument was filed for record in my office on 17 day of July, A. D. 1923
 at 3.50 o'clock P.M. Book 439, Page 311
 By Brady Brown Deputy (SEAL) O. G. Weaver County Clerk