

#236035 NS

Overbury Bros., Binders

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Ezra E. Cooper and Lena Cooper, husband and wife,
 a Tulsa, Tulsa, County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to Mary A. Turner,
 of part V. of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot One (1) in Section Four (4) Township
 Nineteen (19) North Range Twelve (12) East
 of Indian Base and Meridian in Tulsa County,
 Oklahoma containing 25.48 acres, Except One
 (1) acre out of the North East corner of above
 described tract, this mortgage to cover 24.48
 acres.

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 Four Thousand (\$4000.00) DOLLARS,
 with interest thereon at the rate of Eight per cent, per annum, payable Semi- annually from Date
 according to the terms of One certain promissory note described as follows, to-wit:

One promissory note for Four Thousand Dollars (\$4000.00)
 payable to Mary A. Turner on or before Three Years from date
 with interest at Eight percent per annum, payable Semi-Annually
 from date, signed by Ezra E. Cooper and Lena Cooper, husband and
 wife,

TREASURER'S ENDORSEMENT

I hereby certify that I received \$2.40 and issued
 Receipt No. 10703 thereon in payment of mortgage
 tax on the within record.

Dated this 7 day of July, 1923

W. W. Stucky, County Treasurer
P. S. B.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties 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 party 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, they will pay a
 reasonable attorney's fee of As stated in Note, DOLLARS
 which this mortgage also secures.

Parties 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 16th day of July, 1923.

Ezra E. Cooper SEAL

Lena Cooper SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, July, 1923, a Notary Public in and for said County and State on this 16th
 day of July, 1923 personally appeared Ezra E. Cooper and Lena Cooper,
husband and wife,

~~xxx~~
 to me known to be the identical person, 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 October 9th, 1926. (SEAL) Elizabeth Hall, Notary Public

I hereby certify that this instrument was filed for record in my office on 15 day of July, A. D., 1923.
 at 1:40 o'clock P. M. Book 439, Page 316
 By Brady Brown Deputy. O. G. Weaver, County Clerk
 (SEAL)