

2362 89 DLE.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Ed Pool and Lola Pool (his wife)
 of Tulsa County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgaged to W. E. Fox
 of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Ten (10), Block Ten (10), Park
 View Addition to Tulsa County, Oklahoma,
 According to the Recorded Plat thereof.

"This Mortgage is given subject to a first Mortgage of Seven Hundred Dollars"

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 Thirteen Hundred
(\$1300.00) DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable at maturity of each note date
 according to the terms of 65 certain promissory notes described as follows, to-wit:

Sixty-five notes for \$20.00 each. First note due May 13th, 1922
 and one on the 13th day of each month thereafter until full amount is paid.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$1,300.00 and is
 No. 10746 therefor in payment of mortgage
 on the 21 day of 7 1923
W. W. Slattery County Treasurer
R. 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.

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 s, that in the event action is brought to foreclose this mortgage, will pay a
 reasonable attorney's fee of \$25.00 and 10 percent of the full amount unpaid XXXXXX
 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 13th day of April, 19 22

Ed Pool SEAL

Lola Pool SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State on this 15th
 day of April, 19 22, personally appeared Ed pool and Lola Pool (his wife)

xx 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 November 30, 1922 (SEAL) Rufus A. Underwood Notary Public

I hereby certify that this instrument was filed for record in my office on 21st day of July A. D., 19 23

at 11.40 o'clock A. M. Book 438, Page 336

By Brady Brown 456 Deputy, O. G. Weaver County Clerk
 (SEAL)