

COMPARED

Overbury Bros., Binders

236375 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. O. Dikis, a single man
 of Tulsa County, Oklahoma, part Y of the first part, ha-
 mortgaged and hereby mortgage to Clara Morris, Guardian of Lelia Morris
 of part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Three (3), Block five (5) Irving Place Addition to
 the city of Tulsa according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$120. and issued
 Receipt No. 10758 in payment of mortgage
 tax on the within mortgage

Dated this 23 day of July, 1923
W. W. Stuckey - PSB County Treasurer
Brady

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 and 00/100 (\$2000.00) DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from July 1, 1923
 according to the terms of A certain promissory note described as follows, to-wit:

One note dated July 1, 1923 in the amount of \$2000.00 payable to the
 order of Clara Morris, Guardian of Lelia Morris, with interest at the
 rate of 8% per annum, payable semi-annually from date, principal due
 and payable July 1, 1926, note signed by J. O. Dikis

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part Y 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 in amount of \$2000.00
 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, that in the event action is brought to foreclose this mortgage, he will pay a
 reasonable attorney's fee of \$200.00 DOLLARS
 which this mortgage also secures.

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 First day of July, 1923

J. O. Dikis

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, --, a Notary Public in and for said County and State on this July 23
 day of --, 1923 personally appeared

J. O. Dikis, a single man

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 July 18th, 1927. (Seal) G. J. Patterson, Notary Public

I hereby certify that this instrument was filed for record in my office on 23 day of July, A. D., 1923
 at 2:00 o'clock P. M. Book 439, Page 344
 By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk