

COMPARED

236449 G.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Wm. E. Strickland and Callie Strickland, husband and wife. of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to E. G. Woodruff of Tulsa County, Oklahoma, part X of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The Southwest quarter (SW/4) of the Northwest quarter (NW/4) and the South Half (S/2) of the Northwest Quarter (NW/4) of the Northwest quarter (NW/4) and the Southwest quarter (SW/4) of the Northeast Quarter (NE/4) of the Northwest quarter (NW/4) of Section Thirty (30) Township Twenty (20) North, Range Fourteen (14) East, containing Seventy (70) acres, more or less.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$9,500.00 and issued Receipt No. 10775 therefor in payment of mortgage tax on the within mortgage.

Dated this 24 day of July, 1923
W. W. Turkey, County Treasurer

P. B.

Deputy

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

Nine Thousand Five Hundred

DOLLARS,

with interest thereon at the rate of eight per cent, per annum, payable semi- annually from date according to the terms of one (1) certain promissory note described as follows, to-wit:

Dated Tulsa, Oklahoma, July 12, 1923.

Payable to the order of E. G. Woodruff, July 12, 1926, in the sum of nine thousand and five hundred dollars (\$9,500.00) with interest at eight per cent (8%) per annum, payable semi-annually, with provision that in case interest or principal be not paid when due, same shall bear interest at ten per cent (10%) per annum until paid, and providing for attorney's fee of ten per cent (10%) if collected by an attorney or if suit be brought thereon and signed by Wm. E. Strickland and Callie Strickland.

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 mortgage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and the second party shall be entitled to the immediate possession of the premises and all the rents and profits thereof. Taxes and insurance paid by second party to draw 10% from payment and be secured hereby.

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 Twenty-five dollars and ten per cent (10%) DOLLARS which this mortgage also secures.

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

Dated this 12th day of July, 1923

W. E. Strickland

SEAL

Callie Strickland

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -0-, a Notary Public in and for said County and State on this 15th day of July, 1923 personally appeared

Wm. E. Strickland and Callie Strickland

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 Aug. 21, 1924. (Seal)

Harold S. Philbrick,

Notary Public

I hereby certify that this instrument was filed for record in my office on 24 day of July, A. D., 1923 at 11:10 o'clock A. M. Book 439, Page 351

By Brady Brown, Deputy.

(Seal)

O. G. Weaver,

County Clerk