

COMPARED

236507 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Howard S. Weaver & Claudia A. Weaver
 of Tulsa County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to J. M. Driver
 of part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

West Fifty (50) feet of Lot Seven (7) in Block Two (2)
 in Highland Addition to the city of Tulsa according to
 the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$14.00 and issued
 Receipt No. 10792 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 24 day of July 1923
 W. W. Stucky, County Treasurer
 P. J. B.

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 One Thousand DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable annually from date until paid
 according to the terms of five certain promissory note as described as follows, to-wit:

of even date herewith, payable as follows:

\$50.00 Aug. 6, 1923
 50.00 Sept. 6, 1923
 50.00 Oct. 6, 1923
 50.00 Nov. 6, 1923 and
 \$800.00 July 6, 1925.

#1.

STATE OF OKLAHOMA, COUNTY OF TULSA.) ss.

Before me, a Notary Public in and for said County and State on this 17th
 day of July, 1923 personally appeared Claudia A. Weaver to me known to the
 identical person who executed the within and foregoing instrument and acknowledged
 to me that she executed the same as her free and voluntary act and deed for the
 uses and purposes therein set forth.

Witness my hand and official seal, the day and year last above written.
 (Seal)

Frances E. Cohenour, Notary Public.

My commission expires March 15th, 1927.

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 parties of the first part hereby agree, that in the event action is brought to foreclose this mortgage, will pay a
 reasonable attorney's fee of One hundred 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 6 day of July, 1923.

Howard S. Weaver

SEAL

Claudia A. Weaver

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Howard S. Weaver, a Notary Public in and for said County and State on this 7th
 day of July, 1923, personally appeared Howard S. Weaver

and he
 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 March 15th, 1927. (Seal) Frances E. Cohenour, Notary Public

I hereby certify that this instrument was filed for record in my office on 24 day of July A. D. 1923
 at 4:30 o'clock P. M. Book 439, Page 361

By Brady Brown, Deputy. (Seal) O. W. Weaver, County Clerk