

#236571 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That D. Shockey and Virgie Shockey, his wife,
 a Tulsa County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to Elsie Britton
 of part y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

The East half of Lot One (1), in Block Five (5),
 North Turley Addition to the town of Turley, Tulsa
 County, Oklahoma, according to the recorded plat
 thereof.

TREASURER'S ENCLOSEMENT

I hereby certify that I received \$112.2 and issued
 Receipt No. 2777 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 25 day of July, 1923
W. W. Shockey, 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 One hundred and 9/100 DOLLARS,
 with interest thereon at the rate 10 per cent, per annum, payable annually from date
 according to the terms of 12 certain promissory note as described as follows, to-wit:

Eleven notes for \$10.00 each the first of which become
 due and payable April 15, 1923, and the last of which
 becomes due and payable Feb. 15, 1924.

One note for \$10.00 which becomes due and payable Mar.
 15, 1924. All of above notes bearing date of Mar. 10,
 1923 and bearing 10% interest from date.

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, will pay a
 reasonable attorney's fee of Twentyfive and no/100 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 10th day of March, 1923.

D. Shockey SEAL

Virgie Shockey SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, March 23, a Notary Public in and for said County and State on this 10th
 day of March, 1923 personally appeared D. Shockey and Virgie Shockey, his wife,

and me known to be the identical person as 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 Mar. 28, 1925 (SEAL) W. L. Britton, Notary Public

I hereby certify that this instrument was filed for record in my office on 25 day of July, A. D., 1923

at 3:10 o'clock P. M. Book 439, Page 366

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