

#236909 NS

COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Arthur R. Pope and Oraleen Pope, his wife,  
 a Tulsa, County, Oklahoma, parties of the first part, have  
 mortgaged and hereby mortgage to T. C. Rogers,  
 of part Y of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Forty Seven (47) and the West Eight and One  
 Third ( $\frac{1}{3}$ ) Feet of Block Seven (7) College View  
 Addition to the City of Tulsa, County of Tulsa, State of  
 Oklahoma, according to the recorded plat thereof.

THEATRELAND ENCLOSURE  
 I hereby certify that I received \$120. and issued  
 Receipt No. 10 221 therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 31 day of July 1923  
W. W. Stucky, County Treasurer  
P. L. B. Deputy

VOID  
 INTERNAL REVENUE  
\$120  
 Cancelled

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 Nineteen Hundred and Fifty Nine and 85/100  
(\$1959.85) DOLLARS,  
 with interest thereon at the rate of 8 per cent, per annum, payable Monthly from xxxxxx Date  
 according to the terms of 36 certain promissory note 8 described as follows, to-wit:

Thirty Five Notes in the amount of \$30.00 Each, due and payable  
 each and every month from the 23rd day of July, 1923, with  
 interest thereon at the rate of 8 per centum per annum, payable  
 at maturity. One Note in the amount of \$1209.85 due and payable  
 in Thirty Six Months from date with interest as above mentioned.

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, they will pay a  
 reasonable attorney's fee of \$200.00 DOLLARS  
 which this mortgage also secures.

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

Dated this 23rd day of July, 1923.

Arthur R. Pope SEAL

Oraleen Pope SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, July 23, a Notary Public in and for said County and State on this 23rd  
 day of July, 1923, personally appeared Arthur R. Pope and Oraleen Pope, his wife,

~~XXXXXX~~  
 to me known to be the identical person 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 March 18, 1927. (SEAL) W. Warren Ferrell, Notary Public

I hereby certify that this instrument was filed for record in my office on 30 day of July A. D., 1923.

at 3:30 o'clock P. M. Book 439, Page 383

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