

COMPARED

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237051 G.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Eli Stein and Bertha Stein, his wife  
 of Tulsa County, Oklahoma, part V of the first part, have  
 mortgaged and hereby mortgage to Pearl E. Glass and F. L. Brooks  
 of Tulsa County, Oklahoma, part 158 of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Block 4 Lot 6 Abdo Addition

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 1.2 and issued  
 Receipt No. 109225 therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 2 day of 8, 1923W W Stucky, County TreasurerR L 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 Five Hundred and No/100 (\$500.00) DOLLARS,  
 with interest thereon at the rate of two (2) per cent, per annum, payable annually from within six months of date  
 according to the terms of two (2) certain promissory notes described as follows, to-wit:

One at two hundred and fifty and No/100 (\$250.00) to Pearl E. Glass  
 and one to F. L. Brooks, two hundred and fifty and no/100 (\$250.00)

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parts hereby  
 covenanted and agreeed 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 parts shall be entitled to the immediate pos-  
 session of the premises and all the rents and profits thereof.

Said parts of the first part hereby agreeed, that in the event action is brought to foreclose this mortgage, ----- will pay a  
 reasonable attorney's fee of ----- DOLLARS  
 which this mortgage also secures.

Part ----- of the first part, for said consideration, does hereby expressly waive appraisalment of said real estate and all benefit of  
 the homestead, exemption and stay laws in Oklahoma.

Dated this 30th day of July, 1923Eli Stein SEALBertha Stein SEALSTATE OF OKLAHOMA, County of Tulsa, ss:Before me, -----, a Notary Public in and for said County and State on this 29th  
day of July, 1923, personally appeared

Eli Stein  
 and Bertha Stein, his wife  
 to me known to be the identical persons 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 Apr 11, 1927 (Seal) R. R. Hessemer Notary Public

I hereby certify that this instrument was filed for record in my office on 1 day of August A. D., 1923  
 at 9:10 o'clock A.M. Book 439, Page 391  
 By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk