

COMPARED

Overlaid Bros. Binders

237125 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Fannie Flost and Sam Flost husband and wife
 of Tulsa County, Oklahoma, part 198 of the first part, ha 9
 mortgaged and hereby mortgage to Chas. W. Terry
 of part 19 of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot two (2) Block Nine (9) Lynch and Forsythe Addition
 to the city of Tulsa, according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$116 and issued
 Receipt No. 12746 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 3 day of June 1923

W. W. Stucky 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

Eight hundred thirty nine dollars and forty six cents DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable semi annually from July 31st, 1923

according to the terms of One certain promissory note described as follows, to-wit:

Copy hereto attached and marked Exhibit "A"

\$839.46

Tulsa, Oklahoma, July 31st, 1923.

One year after date, for value received I promise to pay to Chas. W. Terry or order
 at The Exchange National Bank the sum of Eight hundred thirty nine dollars forty six
 cents Dollars with interest at the rate of 8 per cent per annum from date until paid
 The makers, endorsers, sureties, guarantors and assignors of this note severally waive
 demand, presentment for payment, protest and notice of protest and of non-payment, and
 agree and consent that, after maturity, the time for its payment may be extended from
 time to time by agreement between the holder and any of them, without notice, and that
 after such extension or extensions the liability of all parties shall remain as if no
 extension had been had. They also agree to pay an attorney's fee of ten dollars and ten
 per cent of this note if same is collected by an attorney or by legal proceedings.

No. 1.

Due July 31st, 1924.

Address 1638 East Admiral.

18 ¢ Rev. Stamps on Original .C.W.Terry

Fannie Flost

Sam Flost

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 198 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 19 shall be entitled to the immediate pos-
 session of the premises and all the rents and profits thereof.

Said part 198 of the first part hereby agree 8, that in the event action is brought to foreclose this mortgage, 10 will pay a
 reasonable attorney's fee of Ten dollars and ten per cent DOLLARS
 which this mortgage also secures.

Part 198 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 31st day of July 1923

F. Flost

SEAL

Sam Flost

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, 1st
 day of August 1923, personally appeared

Fannie Flost and Sam Flost, husband and wife

and
 to me known to be the identical person 8 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 Jan. 13-26 (Seal)

Maud Crum

Notary Public

I hereby certify that this instrument was filed for record in my office on 2 day of August A. D., 1923

at 8:00 o'clock A. M. Book 439, Page 396

By Brady Brown

Deputy

(Seal)

O. G. Weaver

County Clerk