

Overleaf, Pres. Hinder

237779 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Velma E. Keller and E. L. Keller, her husband of Tulsa County, Oklahoma, part ies of the first part, have mortgaged and hereby mortgage to F. M. Hardisty of Tulsa County, Oklahoma, part V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lots Three (3) and Four (4), Block Three (3) Park Dale Addition to the city of Tulsa, Tulsa County, Oklahoma; according to the recorded plat thereof.

This mortgage is given subject to a prior mortgage of \$6000.00 to the Aetna Building & Loan Association.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$1,200 and issued Receipt No. 11050 therefor in payment of mortgage tax on the within mortgage.

Dated this 11 day of Aug, 1923  
W. W. Stuckey County Treasurer  
G. B. J

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same: Deputy

This mortgage is given to secure the principal sum of Three Thousand and No/100 (\$3000.00) DOLLARS, with interest thereon at the rate of eight per cent, per annum, payable semi- annually from date according to the terms of TWO certain promissory note S described as follows, to-wit:

One note for the sum of \$500.00 of even date herewith, due two years from date with interest at the rate of eight (8%) per cent. payable semi-annually. One note for the sum of \$2500.00 of even date herewith, due two years from date with interest at the rate of eight (8%) per cent payable semi-annually.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies 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 mortgage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and the second party shall be entitled to the immediate possession of the premises and all the rents and profits thereof.

Said part ies 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 Ten Dollars and ten per cent DOLLARS which this mortgage also secures.

Part ies 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 6th day of August, 1923

Velma E. Keller SEAL  
E. L. Keller SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ---, a Notary Public in and for said County and State on this 6th day of August, 1923, personally appeared

Velma E. Keller  
and E. L. Keller, her husband  
to me known to be the identical person S 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 June 9, 1925. (Seal) Paul Avis, Notary Public

I hereby certify that this instrument was filed for record in my office on 11 day of August, A. D., 1923  
at 9:30 o'clock A. M. Book 439, Page 437  
By Brady Brown, Deputy, (Seal) O. G. Weaver, County Clerk