

237816 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That R. Feldman and Gussie Feldman, his wife
 a Tulsa, Tulsa County, Oklahoma, part 198 of the first part, have
 mortgaged and hereby mortgage to Bettie M. Brough
 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:

The Westerly Forty and one half feet of lot three (3) in Block
 eighty nine (89) according to the original town (now city) of
 Tulsa, Oklahoma, according to the recorded plat thereof.

IN WITNESS WHEREOF
 I hereby certify that I received \$ 26 and issued
 Book 110.56 therefor in payment of mortgage
 on the within mortgage.

Dated this 11 day of Aug, 1923
W. C. Stuckey County Treasurer

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 Seventeen Hundred fifty seven and 91/100 DOLLARS,
 with interest thereon at the rate of eight per cent, per annum, payable semi- annually from July 24th day of July, 1923,
 according to the terms of one certain promissory note described as follows, to-wit:

One note dated July 24th, 1923, due July 24th, 1924.

Payments on said note to be made as follows: \$50.00 on August 25th, 1923 and
 \$50.00 on the 24th day of each month thereafter for eleven months, and on the
 24th day of July, 1924 the sum of \$1157.91.

This mortgage is given subject, and is inferior, to a certain mortgage for
 \$31,500. and interest given by said parties to Monarch Investment Co. and
 \$10,000. to Frank Winters.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part V 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 V shall be entitled to the immediate pos-
 session 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, they will pay a
 reasonable attorney's fee of One Hundred and Seventy Five and No/100 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 7th day of August, 1923

R. Feldman

SEAL

Gussie Feldman

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, August 23, a Notary Public in and for said County and State on this 7th
 day of August, 1923, personally appeared

R. Feldman and Gussie Feldman, his wife

and 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 May 22, 1926 (Seal)

H. J. Chapin

Notary Public

I hereby certify that this instrument was filed for record in my office on 11 day of August, A. D., 1923

at 11:30 o'clock A. M. Book 439, Page 441

By Brady Brown Deputy

(Seal)

O. G. Weaver

County Clerk