

COMPARED

238444 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That R. Feldman and Gussie Feldman, his wife
 of Tulsa County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to Frank Winters, his heirs and assigns
 of Tulsa County, Oklahoma, parties of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

West Forty and one half (40½) feet of Lot Three (3)
 Block Eighty nine (89) original townsite of Tulsa,
 Tulsa County, Oklahoma according to the recorded plat
 thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$10,000.00 and issued
 Receipt No. 1119 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 21 day of Aug 1923

W. W. Stuckey, County Treasurer

0.513

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
Ten Thousand and No/100 (\$10,000.00) Dollars DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable annually annually from date hereof
 according to the terms of 8 certain promissory note described as follows, to-wit:

Dated July 28, 1923, to Frank Winters, his heirs and assigns, for Ten
 Thousand and No/100 (\$10,000) Dollars, payable or or before four years
 after date, bearing 8 percent interest from date hereof.

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 _____ DOLLARS
 which this mortgage also secures.

Parties 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 28th day of July, 1923

R. Feldman

SEAL

Gussie Feldman

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State on this 28th
 day of July, 1923 personally appeared _____

R. Feldman and Gussie Feldman, his wife

and _____
 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 April 29, 1924. (Seal)

J. M. C. Usher,

Notary Public

I hereby certify that this instrument was filed for record in my office on 21 day of August A. D., 1923
 at 1:30 o'clock P. M. Book 439, Page 487

By Brady Brown, Deputy.

(Seal)

O. G. Weaver,

County Clerk