

238502 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That E. J. Brennan
 of Tulsa, Tulsa County, Oklahoma, part Y of the first part, ha. S.
 mortgaged and hereby mortgage to The Liberty National Bank, Tulsa, Oklahoma
 of part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lots 5, 6, 7, 8, 9, 10, 11, and 12 in Block 6; Lots 29 and 30,
 in Block 6; Lots 32, 33, and 34, in Block 6; Lots 37, 38, 39,
 40, 41 and 42 in Block 6; Lots 27 and 28 in Block 1, all in Rosemount
 Heights Addition to the city of Tulsa, Tulsa County, Oklahoma, accord-
 ing to the official plat thereof.

(The above described property is not, nor never was any part of
 my homestead.)

TREASURER'S ENDORSEMENT

I hereby certify that I received \$3.30 and issued
 Receipt No. 11215 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 22 day of Aug, 1923
W. W. Stuckey, County Clerk

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
Eighty-five Hundred & No/100 (\$8500.00) DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable annually from date
 according to the terms of 3 certain promissory note described as follows, to-wit:

One note in the principal sum of \$4500.00, dated December 22nd, 1922, due January
 1st, 1924, bearing interest from date at the rate of eight per cent, signed by
 J. Frank Rhodes and endorsed Rhodes & Company, by C. O. York.

One note in the principal sum of \$2000.00, dated December 22nd, 1922, due July
 1st, 1923, bearing interest from date at the rate of eight per cent, signed by
 J. Frank Rhodes and endorsed Rhodes & Company, by C. O. York,

One note in the principal sum of \$2000.00, dated December 22nd, 1922, due October
 1st, 1923, bearing interest from date at the rate of eight per cent, signed by
 J. Frank Rhodes and endorsed Rhodes & Company, by C. O. York,

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

Said part Y of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, he will pay a
 reasonable attorney's fee of ten per cent of the principal sum of said notes DOLLARS
 which this mortgage also secures.

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

Dated this 20th day of August, 1923

E. J. Brennan

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, E. J. Brennan, a Notary Public in and for said County and State on this 20th
 day of August, 1923, personally appeared

E. J. Brennan

and he
 to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed
 the same as his 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 6, 1927 (Seal) Bertha Taylor Notary Public

I hereby certify that this instrument was filed for record in my office on 22 day of August, A. D., 1923
 at 11:00 o'clock A. M., Book 439, Page 494

By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk