

238682 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Arthur R. Pope and Oraleen Pope, (his wife)
 a Tulsa County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to T. C. Rogers
 of Tulsa County, Oklahoma, part of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Forty Seven (47) and the West Eight and
 one third feet (8 1/3) of Lot forty eight (48) Block
 Seven (7) College View Addition, to the city of Tulsa,
 County of Tulsa, State of Oklahoma, according to the
 recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$/ 20 and issued
 Receipt No. 11244 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 21 day of August 1923

W. W. Stackey, County Treasurer

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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 Nineteen Hundred, Seventy two and 90/100 DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable at maturity annually from date
 according to the terms of 37 certain promissory note S described as follows, to-wit:

Thirty Five notes of even date in the sum of \$30.00 each, the first of
 which becomes due and payable September 21st, 1923 and one on the 21st
 day of each and every month thereafter for a period of thirty five months,
 each note to bear interest at the rate of 8% payable at maturity.

Two notes of even date in the sum of \$461.45 each, due and payable in
 thirty six months from date with interest at 8% per annum, payable semi
 annually.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 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 part 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 \$200.00 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 21st day of August, 1923

Arthur R. Pope

SEAL

Oraleen Pope

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, W. Warren Ferrell, a Notary Public in and for said County and State on this 23rd
 day of August, 1923 personally appeared

Arthur R. Pope

and Oraleen Pope, his wife

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 March 18, 1927. (Seal)

W. Warren Ferrell

Notary Public

I hereby certify that this instrument was filed for record in my office on 24 day of August A. D., 1923

at 2:25 o'clock P. M. Book 439, Page 503

By Brady Brown, Deputy. (Seal)

O. G. Weaver

County Clerk