

232515 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Ada Higbee and J. W. Higbee, her husband
of Tulsa County, Oklahoma, parties of the first part, have
mortgaged and hereby mortgage to Alfred B. Lippert
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 Nineteen (19) and Twenty (20), in Block Eight
(8) of the Firsoo Addition to the city of Tulsa,
Oklahoma,

I hereby certify that the above is a true and correct copy of the original as filed in my office.
Receipt No. 7906 thereon in payment of annual
tax on the within mortgage.
Dated this 6 day of June, 1923
WAYNE L. SNEY, County Treasurer
O. G. Weaver
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 Fifteen Hundred and No/100 DOLLARS,
with interest thereon at the rate of 9 per cent, per annum, payable semi annually from date
according to the terms of one certain promissory note described as follows, to-wit:

one note for \$1500.00 payable in two years from date to Alfred B. Lippert,
with interest at the rate of 9 per cent from date of May 7th, 1923.

evidence of the within indebtedness.

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

Said party 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 Twenty-five and No/100 and ten per cent additional DOLLARS
which this mortgage also secures. liquidated damages.

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 7th day of May, 1923

Ada Higbee SEAL

J. W. Higbee SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, June, 1923, a Notary Public in and for said County and State on this 4th
day of June, 1923 personally appeared
Ada Higbee and J. W. Higbee, her husband

and they
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 May 11th, 1926. (Seal) Marie B. Kneidl, Notary Public

I hereby certify that this instrument was filed for record in my office on 5 day of June, A. D., 1923
at 4:10 o'clock P. M. Book 439, Page 57
By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk