

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That F. S. Brooks and Lola Brooks, his wife of Tulsa County, Oklahoma, part 1st of the first part, have mortgaged and hereby mortgage to Zoe M. Wyatt part Y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Nine (9) in Block Two(2) in Fairmont Addition to the City of Tulsa,
Tulsa County, Oklahoma, according to the recorded plat thereof.

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 One thousand DOLLARS, with interest thereon at the rate of 9 per cent, per annum, payable semi- annually from date according to the terms of 1 certain promissory note described as follows, to-wit:

September 7th 1923

One year after date, we promise to pay to the order of Zoe M. Wyatt, the sum of \$1,000.00 together with interest at the rate of 9% per annum, payable semi-annually as per conditions of said note of even date herewith

Signed:

F. S. Brooks

Lola Brooks

TREASURER'S ENDORSEMENT
I hereby certify that I received \$ 20 and issued Receipt No. 11478 therefor in payment of mortgage tax on the within mortgage.
Dated this 11 day of Sept 1923.
W. W. Suckey, County Treasurer
James Deputy

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 1st 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 mortgage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal 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 possession of the premises and all the rents and profits thereof.

Said part 1st of the first part hereby agree d that in the event action is brought to foreclose this mortgage, they will pay a reasonable attorney's fee of \$60.00 DOLLARS which this mortgage also secures.

Part 1st 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 September 19 23

F. S. Brooks

SEAL

Lola Brooks

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, September 23, a Notary Public in and for said County and State on this 10th day of September, 1923, personally appeared F. S. Brooks and Lola Brooks, his wife

XXXX they 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 Nov. 20, 1924 (Seal) D. C. Powers Notary Public

I hereby certify that this instrument was filed for record in my office on 11 day of Sept. A. D., 19 23 at 9.15 o'clock A. M. Book 439, Page 586

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