

232757 C.M.J.

REAL ESTATE MORTGAGE

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

Lot Three (3), Block Five (5) in Peoria Gardens
 Addition to the city of Tulsa, Tulsa County,
 Oklahoma, according to the official 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 Two Thousand & No/100 (\$2,000.00) DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable monthly from date
 according to the terms of one certain promissory note described as follows, to-wit:

One note in the principal sum of \$2,000.00 dated June 7th,
 1923, due ~~four~~ months from date, bearing interest at the
 rate of eight per cent from date, signed by F. M. Preisler.

TREASURER'S RECEIPT
 I hereby certify that I received \$ 40 and interest
 No. 9958 in payment of mortgage
 dated 8 June 1923
J. S.
 County Treasurer

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

Said part V 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 note DOLLARS
 which this mortgage also secures.

Part V 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 7th day of June, 19 23

F. M. Preisler SEAL
 SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:
 Before me, -----, a Notary Public in and for said County and State on this 7th
 day of June, 19 23 personally appeared
F. M. Preisler

and -----
 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 8 day of June A. D. 19 23
 at 12 o'clock ----- M. Book 439, Page 87
 By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk