

232768 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL, MEN BY THESE PRESENTS, That John W. Foraker and Cora Bell Foraker, his wife  
 of Tulsa County, Oklahoma, part ies of the first part, ha ve  
 mortgaged and hereby mortgage to Jessie I. Hastings  
 of part Y of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot Number Seven (7) in Block Number Seven (7) in the  
 Powder-Pomeroy 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 Five Hundred & No/100 DOLLARS,  
 with interest thereon at the rate of 10 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 \$500.00 due June 7, 1924.

I hereby certify that I received \$500.00 and issued  
 Receipt No. 4466 therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 8 day of June 1923

WAYNE L. DICKEY, County Treasurer

Deputy

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies 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 y 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 Ten Dollars & Ten per cent 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 7th day of June, 1923

John W. Foraker

SEAL

Cora Bell Foraker

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, June 1923, a Notary Public in and for said County and State on this 7th  
 day of June, 1923, personally appeared

John W. Foraker

and Cora Bell Foraker, 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 April 6, 1927. (Seal)

Joe Ann Lewellen,

Notary Public

I hereby certify that this instrument was filed for record in my office on 8 day of June A. D. 1923  
 at 2:10 o'clock P. M. Book 439, Page 90

By Brady Brown, Deputy, (Seal)

O. G. Weaver,

County Clerk