

## MORTGAGE RECORD NO. 465

#241864 NS

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That E. M. Pratt and Daisy Pratt, his wife,  
 a \_\_\_\_\_ of Tulsa, \_\_\_\_\_ County, Oklahoma, part<sup>ies</sup> of the first part, ha<sup>ve</sup>  
 mortgaged and hereby mortgage to J. L. Shoemaker,  
 of \_\_\_\_\_ part V. of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot Twenty (20), Block Two (2) Sunny Brook  
 Addition to the City of Tulsa, Okla., as  
 per recorded Plat thereof.

(Also one Piano and 6 rooms of Furniture)

Subject to a first mortgage.

TREASURER'S ENDORSEMENT  
 I hereby certify that I received \$ 02 and issued  
 Receipt No 11901 therefor in payment of mortgage  
 tax on the within mortgage.  
 Dated this 10 day of Oct 1923  
W. W. Stuckey, County Treasurer  
D. A. Carmichael  
 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 One Hundred Fifty and no/100 -----  
 ----- DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable ----- annually from ----- Maturity  
 according to the terms of one ----- certain promissory note, ----- described as follows, to-wit:

One note in the sum of One Hundred Fifty and no/100  
 Dollars, dated July 12-1923, and due August 13, 1923,  
 Drawing 8% Int. after maturity.

Signed by E. M. Pratt,  
 Daisy Pratt.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part <sup>ies</sup> hereby  
 covenant <sup>s</sup> and agree <sup>s</sup> 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 on 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 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 second part <sup>y</sup> shall be entitled to the immediate possession of  
 the premises and all rents and profits thereof.

Said part <sup>ies</sup> of the first part hereby agree <sup>s</sup>, that in the event action is brought to foreclose this mortgage, ----- will pay a  
 reasonable attorney's fee of \$10.00 & 10% Amt. Due. ----- DOLLARS,  
 which this mortgage also secures.

Part <sup>ies</sup> 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 11th day of July 1923

E. M. Pratt \_\_\_\_\_ SEAL

Daisy Pratt, \_\_\_\_\_ SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 11

day of July 1923, personally appeared E. M. Pratt and Daisy Pratt,

and -----  
 to me known to be the identical person <sup>s</sup> 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 hand and official seal the day and year last above written.

My commission expires Sept. 5, 1923. (SEAL) Brady Brown, Notary Public

I hereby certify that this instrument was filed for record in my office on 10 day of Oct. 1923

at 2:40 o'clock P. M.

by Brady Brown Deputy (SEAL) O. G. Weaver, County Clerk