

#241875 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That H. F. Tennant and Tempie Tennant, his wife,
 of Tulsa, County, Oklahoma, part ies of the first part, ha ve
 mortgaged and hereby mortgage to Max Fell
 of Tulsa, County, Oklahoma, part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Eighteen (18) in Block One (1) in Beauchamp
 Addition to the City of Tulsa, Oklahoma, according
 to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$2.50 and issued
 Receipt No. 11916 thereon in payment of mortgage
 tax on the within mortgage.

Dated this 11 day of Oct, 1923
W. W. Stuckey, County Treasurer
W. W. Stuckey 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 Twenty-five Hundred (\$2500.00) -----
 ----- DOLLARS.

with interest thereon at the rate of eight monthly per cent per annum, payable from date

according to the terms of 63 certain promissory note S described as follows, to-wit:

Sixty-two notes of \$40.00 each, and one note of \$20.00
 all dated October 10th, 1923, bearing 8 per cent interest
 payable monthly, the first note of \$40.00 being payable
 on November 10th, 1923, and one note of \$40.00 payable on
 the 10th day of each succeeding month thereafter, and one
 note for \$20.00 payable on the 10th day of the sixty-third
 month.

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 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 V shall be entitled to the immediate possession of
 the premises and all 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 per cent of unpaid balance ----- ppp/fff/
 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 10th day of October, 1923

H. F. Tennant SEAL

Tempie Tennant SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 10th
 day of October, 1923, personally appeared H. F. Tennant and Tempie Tennant, his wife,

XXX
 to me known to be the identical person 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 hand and official seal the day and year last above written.

My commission expires August 19th, 1926. (SEAL) Harry L. Jenkins, Notary Public.

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

at 3:30 o'clock P.M.

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