

#242035 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That D. N. Calhoun, a single person,
of the City of Tulsa, Tulsa County, Oklahoma, part Y of the first part, ha S
 mortgaged and hereby mortgage So A. V. Emerson,
 of part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Seven (7) in Block Five (5) in Glen Subdivision
 according to the official recorded plat thereof.

TREASURERS ENDORSEMENT
 I hereby certify that I received \$ 24 and issued
 Receipt No. 11957 for the payment of mortgage
 tax on the within mortgage.
 Dated the 13 day of ach 1923
W. W. [Signature], County Treasurer
S.B. 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 Two Hundred Fifty & No/100 -----
 ----- DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable ----- annually from September 29, 1923
 according to the terms of 10 ----- certain promissory note S ----- described as follows, to-wit:

Note No. 1, becoming due on the 6th day of October 1923,
 and the remaining nine notes falling due, one on the 6th
 day of each and every month thereafter until all of said
 notes shall have become due and payable in their numerical
 order.

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

Said part Y of the first part hereby agree S that in the event action is brought to foreclose this mortgage, ----- will pay a
 reasonable attorney's fee of Fifty & no/100 ----- DOLLARS,
 which this mortgage also secures.

Part Y 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 29th day of September, 1923.

D. N. Calhoun SEAL
 ----- SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ----- a Notary Public in and for said County and State, on this 12th
 day of October, 1923, personally appeared D. N. Calhoun, a single person,

and -----
 to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he
 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 May 23, 1927. (SEAL) Guy S. Magatt. Notary Public.

I hereby certify that this instrument was filed for record in my office on 12 day of Oct. A. D. 1923

at 2:30 o'clock P. M.
Brady Brown Deputy. (SEAL) O.G. Weager. County Clerk.