

#242628 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That R. J. Irwin, a single man,

a _____ of Tulsa, _____ County, Oklahoma, part Y of the first part, ha S
 mortgaged and hereby mortgage to Chas. Renner,
 of E _____ part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

The East Fifteen (15) feet of Lot Nine (9) and the
 West Twenty-eight (28) feet of Lot Eight (8) in Block
 One (1) in Kirkpatrick Heights Addition to the City
 of Tulsa, Oklahoma, according to the recorded plat
 thereof; except the North 25 feet of said lots.

TREASURER'S ENDORSEMENT

I hereby certify that I received 2.108 and issued
 Receipt No. 12079 in payment of mortgage
 tax on the within mortgage.

Dated this 19 day of Oct, 1923

W. W. Shackley, County Treasurer

with all the improvements thereon and appurtenances thereto belonging and warrant the title to the same.

Deputy

This mortgage is given to secure the principal sum of Eighteen Hundred and no/100 -- -- (\$1800.00)

DOLLARS.

with interest thereon at the rate of ten per cent, per annum, payable semi- annually from date

according to the terms of note certain promissory note XXXXXX XXXX XXXX

Of even date herewith, due three years after date, signed by
 first party and payable to the order of second party.

Second party may at his option pay all taxes becoming due and
 other sums which may become liens against this property if not
 paid by first party, and the amount thereof shall be recovered
 in foreclosure suit and included in any judgment of decree rend-
 ered in any action on this mortgage, but such payment shall not
 be deemed a waiver of a breach of this mortgage.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part, _____ hereby
 covenant to keep said premises free and clear of suits to foreclose liens
 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, and to insure, and keep insured in favor of
 second party, buildings on said premises for fire and wind for \$2000.00

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. and the rents and profits of said premises are hereby assigned
 to second party as further security to be applied on said note

Said part, Y of the first part hereby agrees that in the event action is brought to foreclose this mortgage, _____ will pay a
 and as often as any proceedings shall be taken to foreclose the same.
 reasonable attorney's fee of One Hundred Eighty and 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, or does not waive the same at the option of second party.

Dated this 1st day of October, 1923

R. J. Irwin

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 18
 day of October, 1923, personally appeared R. J. Irwin

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 Feb. 19, 1924. (SEAL) Edgar M. Lee, Notary Public.

I hereby certify that this instrument was filed for record in my office on 19 day of Oct., A. D., 1923

at 4:35 o'clock P. M.

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