

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That C. H. Terwilliger and Mary A. Terwilliger, his wife,
of Tulsa, County, Oklahoma, parties of the first part, have
mortgaged and hereby mortgage to Jas. B. Bragassa
of part V. of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

The East half (1) of the Southeast Quarter (SE1) of Section
Twenty-three (23), Township Twenty (20) North, Range Thirteen
(13) East, in Tulsa County, Oklahoma, according to the United
States Survey thereof.

It is agreed that the first parties shall have the right at any time to plat
the above described property into sub-divisions and that they shall have the
right to make partial payments on the mortgage notes before they become due
and the second party agrees to furnish a release of the mortgage on any portion
of the land when the partial payment is equal to \$200.00 per acre on the part
the release is required. The said partial payment above mentioned shall be
applied on the first note of notes falling due as described in said mortgage
executed by C. H. Terwilliger and Mary A. Terwilliger, his wife, to Jas. B.
Bragassa.

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 Thirteen thousand and 00/100 -----
----- DOLLARS,

with interest thereon at the rate of 7 per cent, per annum, payable semi- annually from date
according to the terms of 13 certain promissory note 8 described as follows, to-wit:

Thirteen notes of even date herewith for \$1000.00 each. First
note due on or before April 22nd, 1924, and one note due on or
before the 22nd day of each and every six months thereafter until
all are paid. Said notes to bear interest at the rate of seven
per cent per annum payable semi-annually from date until paid and
signed by C. H. Terwilliger and Mary A. Terwilliger.

I hereby certify that the above \$1300 and issue
Record No. 12151, this is a record of mortgage
tax on the within mortgage.
Dated this 24 day of Oct. 1923
by S.B. County Clerk

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

Said parties of the first part hereby agree, that in the event action is brought to foreclose this mortgage, will pay a
reasonable attorney's fee of Ten dollars and Ten Percent on all sums due and unpaid ~~XXXXXX~~
which this mortgage also secures.

Parties 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 22nd day of October, 1923

C. H. Terwilliger SEAL
Mary A. Terwilliger, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ----- a Notary Public in and for said County and State, on this 22nd
day of October, 1923, personally appeared C. H. Terwilliger, and Mary A. Terwilliger,
his wife,

and
to me known to be the identical person 8 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 Oct. 29, 1925. (SEAL) Chas. P. Yadon, Notary Public.

I hereby certify that this instrument was filed for record in my office on 24 day of Oct. A. D. 1923
at 9:30 o'clock A. M.

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