

#243764 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Max Wehnert and Pearl P. Wehnert, his wife,
 of Tulsa, Oklahoma, County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to C. E. Galbraith
 of part y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

North 30 feet of Lot 21 and the South 20 feet of Lot 22,
 in Block 7, Ridgewood Addition to the City of Tulsa, Tulsa
 County, Oklahoma, according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$3.00 and issued
 receipt 12812 therefor in payment of mortgage
 on the within mortgage

Dated this 6 day of Nov, 1923
 W. W. Shackey, County Treasurer

with all the improvements thereon and appurtenances thereto belonging and warrant the title to the owner
 This mortgage is given to secure the principal sum of Fifteen Hundred (1500.00) DOLLARS,

With interest thereon at the rate of eight per cent, per annum, payable Quarterly from November 5th, 1923

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

Which note dated November 5th, 1923 for Fifteen Hundred (1500.00)
 Dollars executed by Max Wehnert and Pearl P. Wehnert in favor of
 C. E. Galbraith, payable one year (1) from date, with interest
 thereon at Eight (8%) percent per annum payable quarterly.

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. 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 ies of the first part hereby agree that in the event action is brought to foreclose this mortgage, ies will pay a
 reasonable attorney's fee of One Hundred (100.00) DOLLARS,
 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 5th day of November, 1923

Max Wehnert SEAL

Mrs. Pearl P. Wehnert, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ----- a Notary Public in and for said County and State, on this 5th
 day of -----, 1923, personally appeared Max Wehnert and Pearl P. Wehnert, his wife,

and -----
 to me known to be the identical person ies 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 3-1-25 (SEAL) T. H. Hammett, Notary Public.

I hereby certify that this instrument was filed for record in my office on 5 day of Nov. A.D. 1923

at 10:30 o'clock A. M.

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