

#244019 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Mary E. Lear, a widow,
Tulsa, Tulsa, County, Oklahoma, part Y of the first part, ha S
 mortgaged and hereby mortgage to John Eshman, Guardian for Margaret Eshman, a minor,
 of part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

The North Fifty (N/50) feet of Lot Two (2) Block
 One Hundred Ninety-seven (197) Original Town, Tulsa,
 Oklahoma,

TREASURER'S ENDORSEMENT

I hereby certify that I received \$60 and have
 Receipt No. 1234 thereon payment of mortgage
 tax on the within mortgage.

Dated this 8 day of Nov 1923

W. W. Suckey, County Treasurer

R.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 Fifteen Hundred and no/100 - - - (\$1,500.00)

DOLLARS,

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

Dated Nov. 1, 1923; \$1,500.00; 8% from date; payable
 semi-annually; six interest coupon notes for \$60.00
 each payable the 1st of May and 1st of Nov. 1924, 1925 and 1926.
 Note due November 1, 1926;

evidence of the within indebtedness.

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.

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, she will pay a
 reasonable attorney's fee of Ten Dollars and 10% of unpaid balance 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 6th day of November, 1923

Mary E. Lear,

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 6th
November 1923, personally appeared Mary E. Lear, a widow,

and -----
 known to be the identical person ----- who executed the within and foregoing instrument and, acknowledged to me that she executed
 the same as her 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 July 21, 1927. (SEAL) Ludia M. Bickford, Notary Public.

I hereby certify that this instrument was filed for record in my office on 7 day of Nov. A. D. 1923
 at 2:30 o'clock P. M.

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