

#244061 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That A.B. Foster and Aurola E. Foster, his wife,
 of Tulsa, Tulsa, County, Oklahoma, part ies of the first part, ha ve
 mortgaged and hereby mortgage to J.M. Gillette,
 of part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

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 120 and issued
 at department of mortgage

All of the East 25 feet of Lot Eight (8)
 and the West 25 feet of Lot Seven (7) Block
 One (1) of Terrace Park Addition to the City
 of Tulsa, according to the recorded plat thereof.

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 Three Thousand Twenty and No/100 -----
 ----- DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable monthly ~~XXXXX~~ from October 25, 1923,
 according to the terms of One certain promissory note, ----- described as follows, to-wit:

Dated October 25, 1923, in the amount of \$3020.00
 with interest thereon at the rate of 8% payable monthly
 on the unpaid balance of principle, until paid; and
 \$100.00 payable monthly on the principle, in addition to
 the above mentioned interest.

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, ----- will pay a
 reasonable attorney's fee of Three Hundred two and No/100 ----- 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 25th day of October, 1923

A.B. Foster SEAL

Aurola E. Foster, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this Twenty-fifth
 day of October, 1923, personally appeared, A.B. Foster and Aurola E. Foster,
his wife,

and -----
 to me known to be the identical person S 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 May 27, 1927 (SEAL) B. E. Capps, Notary, Public.

I hereby certify that this instrument was filed for record in my office on 8 day of Nov., A. D. 1923
 at 8:30 o'clock A. M.

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