

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That John Dorn

a of Tulsa, County, Oklahoma, part VS of the first part, ha S mortgaged and hereby mortgage to Emery Ottingim of Y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Twenty (20) in Block Two (2) in Federal Heights Subdivision a part of Lots two (2) and Three (3) of Section Four (4) in Township Nineteen (19) North Range Thirteen (13) East.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$24 and issued Receipt No. 2653 therefor in payment of mortgage tax on the within mortgage.
Dated this 26 day of Nov, 1923.
W. W. Satter County Treasurer
SB

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 One Hundred Seventy Five DOLLARS, with interest thereon at the rate of 8 per cent, per annum, payable monthly xxxxx from date according to the terms of two certain promissory note S described as follows, to-wit:

One for Fifty Dollars (\$50.00) Dated Sept. 17, 1923, due in thirty days, and I for One Hundred Twenty Five (\$125.00) dated Sept. 17-1923 Dated November 17, 1923 and payable at \$10.00 per month on or before the 17th day of each and every month thereafter until the full amount is paid in full.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part VS 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, 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 VS of the first part hereby agree S, that in the event action is brought to foreclose this mortgage S will pay a reasonable attorney's fee of Twenty-five DOLLARS, which this mortgage also secures.

Part Y 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 17 day of September, 1923.

John Dorn SEAL
Manna Dorn SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, — — — — — a Notary Public in and for said County and State, on this 18th day of Sept., 1923, personally appeared John Dorn

and I 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 June 18, 1927. (SEAL) Nettie J. Powell Notary Public.

I hereby certify that this instrument was filed for record in my office on 26 day of Nov. A. D. 1923 at 1 o'clock P. M.
By Brady Brown Deputy. (SEAL) O.G. Weaver, County Clerk.

and page 44 of 48 is a copy of the original