

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That T. P. Lucas and Emily M. Lucas, husband and wife,  
a \_\_\_\_\_ of Tulsa, \_\_\_\_\_ County, Oklahoma, parties of the first part, have  
mortgaged and hereby mortgage to Gus Mager,  
of \_\_\_\_\_ part Y of the second part, the following described real estate and premises situated in  
Tulsa County, State of Oklahoma, to-wit:

Lots One (1) and Two (2) in Block Five (5), in Frisco Addition  
to the City of Tulsa, Tulsa County, Oklahoma, according to the  
recorded plat thereof.

## TREASURER'S ENDORSEMENT

Received of the Treasurer \$1,900 and issued  
13000 \_\_\_\_\_ of mortgage

20 Dec 1923

\_\_\_\_\_  
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 Nineteen Hundred and no/100 -- -- (\$1,900.00) -- --  
DOLLARS.

with interest thereon at the rate of 10 per cent. per annum, payable semi- annually from \_\_\_\_\_ date  
according to the terms of one certain promissory note \_\_\_\_\_ described as follows, to-wit:

One note dated 9 /19 1923, due 9/19 1928, for \$1900.00

"It is mutually agreed between the parties hereto that in event second  
party should need said money before said maturity date, first parties  
to pay the same upon thirty (30) days notice.

This mortgage is given subject, and is inferior, to a certain mortgage for  
\$2100.00 and interest, given by said parties to Gus Mager and dated September  
29th, 1921.

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.

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 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 One Hundred Ninety DOLLARS,  
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 19th day of September, 1923

T.P. Lucas SEAL

Emily M. Lucas, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 19th  
day of September, 1923, personally appeared T.P. Lucas and Emily M. Lucas,  
husband and wife,

XXXXX  
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 October 9th, 1926. (SEAL) Elizabeth Hall Notary Public.

I hereby certify that this instrument was filed for record in my office on 20 day of Dec. A. D. 1923  
at 3 o'clock P. M.

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