

247548 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That E. T. Washington

a Tulsa of Tulsa County, Oklahoma, part V of the first part, ha S mortgaged and hereby mortgage to Ira D. Brooks of Tulsa part V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Twenty nine (29) ft. fronting Greenwood and extending E. through lots 12 and 11, in Block 16 in Greenwood Addition to the city of Tulsa, and more particularly described as follows: beginning at a point 40 ft. S. of N.W. corner of lot 12 on W. line thence E. along an imaginary line to S. line of lot 11, being 100 ft. thence S. alone E. line of lot 11, 29 ft. thence W. alone a line parallel to the northly line of said lots 12 and 11 to the W. line of lot 12, or 100 ft. thence northly alone the W. line of lot 12, to the point of beginning.

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

Two hundred fifty (\$250.00)

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable - annually from date

according to the terms of 13 certain promissory note S described as follows, to-wit:

One note due each month as per record.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 04 and issued Receipt No. 13060 thereon in payment of mortgage due on the within mortgage.

Dated this 26 day of Dec. 1923

W. W. Strakey, County Treasurer

Deputy

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part V 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 V shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said part V of the first part hereby agree that in the event action is brought to foreclose this mortgage will pay a

Twenty Five (\$25.00)

DOLLARS,

reasonable attorney's fee of which this mortgage also secures.

Part V 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 22nd day of December, 1923

E. T. Washington

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, - - - a Notary Public in and for said County and State, on this 22nd

day of Dec. 1923, personally appeared E. T. Washington

and 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 Sept. 9th, 1927. (Seal) J. E. Hardy, Notary Public

I hereby certify that this instrument was filed for record in my office on 26 day of Dec. A. D. 1923

at 2:00 o'clock P. M. and recorded in Book 465, Page 557.

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