

#247651 NS

REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That R.M. Roberts and Laura J. Roberts, his wife,
 a Tulsa, County, Oklahoma, parties of the first part, haS
 mortgaged and hereby mortgage to T.D. Sexton
 of part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lots Forty (40) and Forty-one (41) in Block Five (5)
 in Capitol Hill second Addition to the City of Tulsa,
 Tulsa County, Oklahoma, according to the recorded plat
 thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$, 30 and issued
 Receipt No. 1310 therefor in payment of mortgage
 tax on the within mortgage.
 Dated this 28 day of Dec. 1923
W. W. Suckey, County Treasurer
8-13
 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 Five Hundred (\$500.00) -----
 ----- DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from November 1st, 1923.
 according to the terms of One certain promissory note described as follows, to-wit:

Said note dated November 1st, 1923 for Five Hundred Dollars
 due in three years from its date, payable to the order of
 T.D. Sexton of Tulsa, Oklahoma.

said note draws eight per cent interest per annum interest
 payable semi-annually, note draws interest from date.

~~For value received I hereby acknowledge satisfaction and release of~~
~~the within mortgage and all interest thereon~~
T. D. Sexton
11-1-1926

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: that the 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, 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 party 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, they will pay a
 reasonable attorney's fee of Fifty - - - 00/100 ----- 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 1st day of November, 1923.

R.M. Roberts SEAL

Laura J. Roberts SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 1st
 day of November, 1923, personally appeared R.M. Roberts and Laura J. Roberts, his wife,

and -----
 to me known to be the identical person 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 July 12th, 1924. (SEAL) John Barrett Notary Public.

I hereby certify that this instrument was filed for record in my office on 27 day of Dec., A. D., 1923
 at 10:30 o'clock A. M.

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