

#247670 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W.R. Cox and Lora Cox, Tulsa, Tulsa

a \_\_\_\_\_ of \_\_\_\_\_ County, Oklahoma, part ies the first part, ha. S. mortgaged and hereby mortgage to Bank of Red Fork, Red Fork, Okla. of \_\_\_\_\_ part ies of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lots Six and Seven, in Block Six, Park Addition to the city of Red Fork, Tulsa County, Oklahoma; according to the recorded plat thereof.

I hereby certified and issued 04 and issued Receipt No. 13101 tax on the within mortgage Dated this 28 day of Dec 1923

with all the improvements thereon and appurtenances thereto belonging and warrant the title to this same. W. W. Strickland, County Clerk L.B.  
This mortgage is given to secure the principal sum of Two Hundred and no/100 DOLLARS, with interest thereon at the rate of ten per cent, per annum, payable \_\_\_\_\_ annually from \_\_\_\_\_ date according to the terms of one certain promissory note \_\_\_\_\_ described as follows, to-wit:

One note for the sum of \$200.00 with interest after maturity at the rate of ten per cent per annum, due Sixty days from the date hereof.

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, 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 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 Ten per cent and ten 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 24th day of December, 1923

W.R. Cox SEAL  
Mrs. Lora Cox SEAL

STATE OF OKLAHOMA, County of Tulsa, ss: Before me, \_\_\_\_\_ a Notary Public in and for said County and State, on this 24th day of December, 1923, personally appeared W.R. Cox and Lora Cox, 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 March 23, 1925. (SEAL) Harry E. Wheeler Notary Public.

I hereby certify that this instrument was filed for record in my office on 27 day of Dec., A. D., 1923 at 1:20 o'clock P. M. By Brady Brown Deputy. (SEAL) O.G. Weaver, County Clerk.