

MORTGAGE RECORD NO. 465

#247738 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Nora Stewart and J.R. Stewart, her husband,
 of Tulsa, County, Oklahoma, part ies of the first part, ha VE
 mortgaged and hereby mortgage to Grace Kiser
 of part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

South One-half of Lot Four (4) Block Three (3)
 Pleasant View Addition to the City of Tulsa,
 According to the recorded plat thereof.

 STATE OF MISSOURI,)
 COUNTY OF CAPE) SS.
 GIRARDEAU.

On this 21st day of December 1923, before me, a Notary Public within and for Cape Girardeau County, Missouri, personally appeared J.R. Stewart, to me personally known to be the person who executed the foregoing instrument, and acknowledged that he executed the same as his free and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office at Cape Girardeau, Missouri, on the day and date first above mentioned. My commission expires May 29th, 1927. (SEAL) C.M. Gilbert, Notary Public.

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 Forty and 85/100 -----
 ----- DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable monthly from December 1st 1923,

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

Note dated December 1st, 1923, due at the rate of
\$15.00 on the 1st day of each succeeding month thereafter.

I hereby certify that I received \$12.25 and issued
 Receipt No. 3118 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 31 day of Dec, 1923
 W. W. Sams, County Clerk

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party ies 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, ----- will pay a
 reasonable attorney's fee of Fourteen Dollars ----- 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 18th day of December, 1923

J.R. Stewart SEAL

Nora Stewart SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ----- a Notary Public in and for said County and State, on this 26
 day of December, 1923 personally appeared Nora Stewart

and -----
 to me known to be the identical person ----- who executed the within and foregoing instrument and acknowledged to me that she executed
 the same as her 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 Jan. 4, 1926. (SEAL) Zaida Hogan Notary Public

I hereby certify that this instrument was filed for record in my office on 28 day of Dec. A. D., 1923
 at 9:40 o'clock A. M.

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