

#248775 NS

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Stewart B. Ware, and Imogene Ware, his wife,  
 of Tulsa, County, Oklahoma, part ies of the first part, ha vs  
 mortgaged and hereby mortgage to S.M. Bell  
 of Tulsa County, State of Oklahoma, part V of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot 11, Claypool Sub-division according to the recorded plat thereof.

Subject to a mortgage of \$2146.67 and also a mortgage of \$660.00 - said mortgage now against said property.

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 Thousand four hundred Forty Three 33/100

----- DOLLARS,

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

according to the terms of 24 certain promissory note ----- described as follows, to-wit:

No. 1 due on February 10th, 1924, for \$35.00 and \$35.00 on the 10th day of each and every month thereafter until the series of 23 notes are paid - and a note for \$1638.33 made payable 24 months from date hereof. Said notes executed by Stewart B. Ware and Imogene Ware, his wife, in favor of S.M. Bell.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 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 part V 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 ----- 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 10th day of January, 1924.

Stewart B. Ware SEAL

Imogene Ware SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 9th day of January, 1924, personally appeared Stewart B. Ware and Imogene Ware, 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 Feb. 24th, 1927. (SEAL) M. Hughes, Notary Public.

I hereby certify that this instrument was filed for record in my office on 11 day of January, A. D. 1924

at 4: o'clock P. M.

by Brady Brown Deputy. (SEAL) O.C. Weaver, County Clerk.