

262792 C.J.

TREASURER'S ENDORSEMENT
I hereby certify that I received \$12. and issued
Receipt No. 15741 therefor in payment of mortgage
tax on the within mortgage.

Dated this 14 day of July 1924
W. W. Sweeney, County Treasurer
J. M.
Deputy

second part.

MORTGAGE of Real Estate.

This indenture made this 14th day of July A. D.
1924, between B. Erckenbrack and Inga Erckenbrack,
his wife, of Tulsa County, in the State of
Oklahoma of the first part and A. F. Sweeney of
Tulsa, County, in the State of Oklahoma, of the

WITNESSETH, That said parties of the first part in consideration of SIX
HUNDRED no/100 Dollars, (\$600.) the receipt of which is hereby acknowledged, do by those pre-
sents grant, bargain, sell and convey unto said part--- of the second part heirs and assigns,
the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-
wit:

Lot Thirteen in Block Six in Forrest Park Addition to the City
of Tulsa, according to the recorded plat thereof

TO HAVE AND TO HOLD THE SAME, unto the said party of the second part his
heirs and assigns, together with all and singular the tenements, hereditaments and appurten-
ances thereunto belonging, or in any wise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition that
whereas said B. Erckenbrack and Inga Erckenbrack have this day executed and delivered one
certain promissory note in writing to said party of the second part described as follows:

In the amount of Six Hundred Dollars, payable in monthly instalments of Thirty
Dollars commencing August 17, 1924 and monthly thereafter until all are paid, payable at Tulsa
Okla., with interest at the rate of 8 per cent from date until paid, interest payable monthly
on deferred payments.

If payments are not made when due the rate of interest to be ten per cent.

Now if said parties of the first part shall pay or cause to be paid to said
party of the second part his heirs or assigns, said sum of money in the above described note
mentioned together with the interest thereon, according to the terms and tenor of the same,
then this mortgage shall be wholly discharged and void; and otherwise shall remain in full
force and effect. But if said sum or sums of money or any part thereof, or any interest thereon,
is not paid when the same is due, and if the taxes and assessments of every nature which are
or may be assessed and levied against said premises or any part thereof are not paid when same
are by law made due and payable, the whole of said sum or sums, and interest thereon, shall then
become due and payable and said party of the second part shall be entitled to possession of said
premises. And said parties of the first part for said consideration do hereby expressly waive
an appraisalment of said real estate and all benefit of the homestead exemption and stay laws of
the State of Oklahoma

It is further agreed that in the event action is brought to foreclose this mort-
gage the first parties agree to pay an attorney fee of \$10 and ten per cent of unpaid amount.

IN WITNESS WHEREOF the said part----- of the first part ha--- hereunto set-----
hand--- the day and year first above written.

B. Erckenbrack

STATE OF OKLAHOMA, Tulsa County, ss.

Before me a ----- in and for said County and State on this 14th day of July
1924, personally appeared B. Erckenbrack husband of Inga Erckenbrack to me known to be the identi-
cal 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 use and purposes therein set
forth.

My commission expires May 21, 1927

(SEAL)

In Seal
T. G. Grant, Notary Public