

to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as --free and voluntary act and deed for the uses and purposes therein set forth. Witness my hand and official seal the day and year above set forth.

(Seal) My commission expires Nov. 27, 1924.

Walter Benson, Notary Public.

Filed for record in Tulsa County, Tulsa, Oklahoma on Sept. 30, 1924 at 9:30 A. M. o'clock

recorded in book 496, page 378.

By Brady Brown, Deputy.

(SEAL) O. G. Weaver, County Clerk.

268464-CW.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That Joseph F. Fager, and Theresa Fager, his wife of Tulsa County, in the State of Oklahoma, parties of the first part, hereby mortgage to Ira C. Paschal party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit: The South-One-half (S $\frac{1}{2}$ ) of the South One-half (S $\frac{1}{2}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Three (3) Township Eighteen (18), Range Thirteen (13) east, containing ten acres more or less, and less fifteen feet off of the west and to be dedicated to Tulsa County for Public Highway; and the south fifty feet of Lot five, Block three, in Sunrise Terrace Addition to the City of Tulsa, Oklahoma according to the recorded plat thereof; with all the improvements thereon and appurtenances thereunto belonging and warrant the title of the same. This mortgage is given to secure the principal sum of Six hundred and no/100ths Dollars, with interest thereon at the rate of ten per centum per annum, payable semi-annually from date according to the terms of one certain promisory note described as follows to-wit: One note dated September 29th, 1924 for \$600.00 payable to Ira C. Paschal, and due one year after date- or September 29th, 1925, signed by Joseph F. Fager and Theresa Fager, his wife,

FIRST. The mortgagors represent that they have fee simple title to said land, free and clear of all liens and encumbrances, and hereby warrant the title against all persons, waiving hereby all rights of homestead exemption, and waive the appraisalment of said lands in case of sale under foreclosure.

SECOND, If said mortgagors shall pay the aforesaid indebtedness both principal and interest, according to the tenor of said note as the same shall mature, and shall keep and perform all the covenants and agreements in this mortgage, then these presents shall become void; Otherwise to remain in full force and effect.

THIRD. Said mortgagors agree to pay promptly when due and payable all taxes and assessments that may be levied within the State of Oklahoma, upon said lands and tenement or upon any interest or estate therein including the interest represented by this mortgage lien; and further to pay any tax, assessment or charge that may be levied, assessed against or required from the holder of said mortgage and note as a condition to maintain or of enforcing or enjoying the full benefit of the lien of this mortgage, or the collection of said indebtedness; and will pay any and all labor and material liens whether created before or after this date that are lawfully charged against said premises;

And will also keep all buildings erected and to be erected upon said lands insured, against loss and damage by tornado and fire with insurance approved by the mortgagee herein in the sum of \$-----as a further security for said debt, and assign and deliver to the mortgagee all insurance upon said property to be by it collected, as its interest may appear. In case said mortgagor shall fail to pay any such taxes, assessments, charges, labor or material liens or insurance, then the holder of this mortgage and the debt secured hereby may pay said taxes, assessments, insurance, charges and liens, and said mortgagor agree to repay upon demand the full amount of said advances with interest thereon at the rate

COMPARED BY  
J. S. and J. M.