

Filed for record in Tulsa Co. Okla. on Nov. 5, 1924, at 8:00 A.M. recorded in book 497,
page 291, Brady Brown, Deputy,

(SEAL) O.G. Weaver, County Clerk. *50*

Record No. *11249*

271229 - BH .

Dated this *6th* day of *November*

W. H. Weaver, County Clerk

REAL ESTATE MORTGAGE.

Know all men by these presents: That Flavelle E. Tolleson, a single man, of Tulsa County, Oklahoma, party of the first party; has mortgaged and hereby mortgage to Mrs. E.B. Sterling, of Cowley County, Kansas, party of the second part, the following described real estate and premises, situated in Tulsa County, State of Oklahoma, to-wit:

The north eleven and four-tenths (11.4) feet of the east half of
(E $\frac{1}{2}$) of lot numbered nineteen (19) and the south thirty eight and
sixtenths (38.6) ^{feet} of the east half (E $\frac{1}{2}$) of lot numbered eighteen (18)
in Bailey's addition to the town of Sperry, Oklahoma, according to
the recorded plat thereof. (The tract above described being 50 ft.
wide, and 170 ft. long)

with all 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 and five hundred & no/100 (\$2500.00) dollars, with interest thereon at the rate of seven per cent per annum, payable semi-annually from date according to the terms of one certain promissory note, described as follows: One note dated October 29th, 1924, due October 29th, 1925; for \$2500.00.

Provided always, that this instrument is made, executed and delivered upon the following conditions; to-wit: that said first party hereby covenants and agrees 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.

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 the taxes, insurance premiums, or in case of the breach of any covenants herein contained, the whole of said principal sum, with interest, shall be due and payable, and this mortgage may be foreclosed, and said second party shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said party of the first part hereby agree, that in the event action is brought to foreclose this mortgage he will pay a reasonable attorney's fee as provided in said note or decreed by the Court, which this mortgage also secured.

Party of the first part for said consideration, does hereby expressly waive appraisal of said real estate and all benefits of the homestead, exemption and stay laws in Oklahoma.

Dated this 3rd day of November, 1924,

Flavelle E.E. Tolleson,

State of Oklahoma)

SS

County of Tulsa)

Before me, a Notary Public, in and for the above named county and state, on this 3rd day of November, 1924, personally appeared Flavelle E.E. Tolleson, a single man, to me personally known to be the identical 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 uses and purposes therein set forth.

Witness my signature and official seal, the day and year last above written.

(SEAL) Joe Harshbarger, Notary Public.

My commission expires August 12th, 1926.