

COMPARE
MORTGAGE RECORD NO. 402

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The News-Dispatch Print & Audit Co., Shawnee, Okla.
214744 C.I..

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Emma M. Wolff (a single woman)

of Tulsa County, Oklahoma, part V of the first part, ha S mortgaged and hereby mortgage to W. Warren Ferrell

of part V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The North Fifty (50') feet of Lot Seven (7) Block Seven (7) in Highland addition to the city of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$230 and issued Receipt No. 6334 therefor in payment of mortgage tax on the within mortgage

Dated this 24 day of Nov 1922

WAYNE L. DICKEY, County Treasurer

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

TWENTY THREE HUNDRED THIRTY TWO AND 89/100 (\$2332.89)

DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable monthly annuity from date

according to the terms of 60 certain promissory note S described as follows, to-wit:

Fifty Nine notes of even date in the sum of \$25.00 each, the first due and payable Dec. 20th, 1922 and one on the 20th of each and every month thereafter with interest at the rate of 8% per annum, interest computed monthly on entire unpaid balance each month. One note in the amount of \$857.89 due and payable Sixty months from date with interest as above mentioned. Said notes are signed by the party of the first part and made payable to the party of the second part and are payable at the Producers National Bank of Tulsa, Oklahoma.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part V hereby covenant S and agree S 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 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 V of the first part hereby agree S that in the event action is brought to foreclose this mortgage, - - - will pay a reasonable attorney's fee of \$250.00 DOLLARS, which this mortgage also secures.

Part V of the first part, for said consideration, do S hereby expressly waive appraisement of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 20th day of November, 1922.

Emma M. Wolff

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, - - -, a Notary Public in and for said County and State, on this 24th day of November, 1922, personally appeared

Emma M. Wolff, a single woman,

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. 30th, 1923. (Seal) R. B. Downing, Notary Public.

I hereby certify that this instrument was filed for record in my office on 24 day of Nov. A. D. 1922 at 4:50 o'clock P. M. Book 402, Page 1

By F. Delman, Deputy. (Seal) O. D. Lawson, County Clerk.