

MORTGAGE RECORD NO. 402

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216016 C.M.J.

COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That I, Jake Bercutt, a single man,

of Tulsa County, Oklahoma, part V of the first part, ha. ve mortgaged and hereby mortgage to W. B. Stahl and Thora Stahl, his wife,

of part 198 of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Eight (8) of Block Fifteen (15) of Hillcrest Addition to the City of Tulsa, Oklahoma, according to the recorded and official plat thereof,

THE RECEIVING ENDORSEMENT
I hereby certify that I received \$ 204 and state tax on the within mortgage.
Receipt No. 6662 therefor in payment of mortgage.
Dated this 11 day of Dec 1922
WAYNE L. DICKEY, County Treasurer
Deputy

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

One Thousand (\$1,000.00)

DOLLARS

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

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

Of even date herewith, executed by mortgagor to mortgagees and payable one year from date hereof and providing that if same is placed in the hands of an attorney for collection the maker thereof agrees to pay \$10.00 and 10% of the amount remaining unpaid as attorney's fee.

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 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, he will pay a reasonable attorney's fee of \$10.00 and 10% of amount remaining unpaid DOLLARS, which this mortgage also secures.

Part V of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, he will pay a reasonable attorney's fee of \$10.00 and 10% of amount remaining unpaid DOLLARS, which this mortgage also secures.

Dated this 1st day of December, 1922.

Jake Bercutt

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 1st day of December, 1922, personally appeared

Jake Bercutt, a single man,

and 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 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.

My commission expires May 1, 1926. (Seal) A. V. Long, Notary Public.

I hereby certify that this instrument was filed for record in my office on 11 day of Dec. A. D. 1922 at 8:00 o'clock A. M. Book 402, Page 102

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