

The Best Business Print & Audit Co., Shreveport, La.  
216179 C.I.J.

COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That L. T. Tuttle and Vivian Tuttle, his wife

a Tulsa of Tulsa County, Oklahoma, part ies of the first part, ha ve mortgaged and hereby mortgage to Grace E. Newkirk

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

Lot Four (4) of the Portland Place Addition to the City of Tulsa, Oklahoma, according to the official recorded plat thereof.

I hereby certify that I received \$ 12 Dollars Receipt No. 6683 therefor in payment of mortgage tax on the within mortgage.  
Dated this 12 day of Dec 1922  
WAYNE L. DICKEY, County Treasurer  
W. L. 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 Six Hundred and 00/100 DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable monthly annually from date according to the terms of one installment certain promissory note described as follows to-wit:

One note for the sum of \$600.00 payable in installments of \$40.00 per month beginning January 9th, 1923 and \$40.00 on the ninth of each and every month thereafter together with interest at the rate of eight per cent per annum, payable monthly, as per conditions of said note of even date herewith.

Signed: L. T. Tuttle  
Vivian Tuttle

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies 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 ies shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said part ies of the first part hereby agree s, that in the event action is brought to foreclose this mortgage, ies will pay a reasonable attorney's fee of Seventy and 00/100 DOLLARS, which this mortgage also secures.

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

Dated this 9th day of December, 1922.

L. T. Tuttle SEAL

Vivian Tuttle SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, - - -, a Notary Public in and for said County and State, on this 9th day of December, 1922, personally appeared L. T. Tuttle

and Vivian Tuttle, his wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

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

My commission expires November 20th, 1924 (Seal) D. C. Powers, Notary Public.

I hereby certify that this instrument was filed for record in my office on 12 day of Dec, A. D., 1922 at 11:00 o'clock A. M., Book 402, Page 111

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