

MORTGAGE RECORD NO. 402

The News-Broadcast Print & Book Co., Oklahoma City, Okla.
214855 C.M.J.

COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Harry Welsh and his wife Zura Welsh

a _____ of Tulsa County, Oklahoma, part ies of the first part, have mortgaged and hereby mortgage to E. J. Oberholtzer of _____ part _____ of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Twenty-four (24) Block Five (5) in Maywood Addition to the city of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 32 and issued No. 6321 therefor in payment of mortgage on the within mortgage.

Dated this 27 day of Nov 1922

WAYNE L. DICKEY, County Treasurer

R. W. 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 _____

Sixteen Hundred and No/100 (\$1600.00)

DOLLARS

with interest thereon at the rate of Eight per cent, per annum, payable At maturity amount from date

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

One note of even date in the amount of \$1600.00, due on or before 4 months from date with interest at the rate of 8% per annum, interest payable at maturity.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies hereby covenant and agree 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 that in the event action is brought to foreclose this mortgage, they will pay a reasonable attorney's fee of 10% of principal hereof and Ten DOLLARS, which this mortgage also secures.

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

Dated this 25th day of November, 1922.

Harry Welsh

SEAL

Zura Welsh

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 25th day of November, 1922, personally appeared _____

Harry Welsh

and Zura Welsh his wife

to me known to be the identical person^s 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 signature and official seal the day and year last above written.

My commission expires March 4th, 1924. (Seal)

Harold J. Sullivan,

Notary Public.

I hereby certify that this instrument was filed for record in my office on 27 day of Nov. A. D., 1922 at 1:10 o'clock P. M. Book 402, Page 16.

By E. Delman,

Deputy.

(Seal)

O. D. Lawson,

County Clerk.