

218331 C.M.J.

## COMPARED REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Mollie Mitchell and Chas. A. Mitchell, her husband

a \_\_\_\_\_ of Tulsa County, Oklahoma, part <sup>ies</sup> of the first part, have mortgaged and hereby mortgage to A. E. Saxeyof \_\_\_\_\_ part <sup>V</sup> of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The South Half (1/2) of Lot Seven (7) in Block Six (6) of the Pleasant View Addition to the city of Tulsa, Oklahoma, according to the City of Tulsa, ~~Oklahoma~~, according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$480.00 and issued Receipt No. 7088 therefor in payment of mortgage tax on the within mortgage.

Dated this 6 day of June 1923  
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 \_\_\_\_\_  
Twelve Hundred and No/100 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:

Note for \$1200.00, dated Dec. 22nd, 1922, due in two years from date, interest payable semi-annually at 8 per cent from date of note.

evidence of the within indebtedness.

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

Said part <sup>ies</sup> 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 Twenty-five and No/100 and ten per cent of the amount DOLLARS, which this mortgage also secures, remaining unpaid.

Part <sup>ies</sup> 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 22nd day of December, 1922.

Mollie Mitchell SEAL

Chas. A. Mitchell SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 22nd day of December, 1922, personally appeared \_\_\_\_\_

Mollie Mitchell and Chas. A. Mitchell, her husband

and \_\_\_\_\_

to me known to be the identical person <sup>S</sup> 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 May 11th, 1926. (Seal) Marie B. Kneidl, Notary Public,

I hereby certify that this instrument was filed for record in my office on 5th day of Jan. A. D., 1923 at 4:10 P. M. Book 402, Page 229

By Brady Brown Deputy (Seal) O. G. Weaver, County Clerk