

COMPARED

MORTGAGE RECORD NO. 402

233

THE NATION'S BUILDING & LUMBER CO., ST. LOUIS, MO.

218311 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Finley Williams and Mattie Williams, his wife

a _____ of Tulsa County, Oklahoma, part ies of the first part, have mortgaged and hereby mortgage to J. H. Goodwin

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

Lot Nine (9) in Block Two (2) Rosedale Addition to the city of Tulsa according to the recorded plat thereof.

I hereby certify that I received 0.80 and issued Receipt No. 7415 therefor in payment of mortgage tax on the within mortgage.

Dated this 29 day of Jan, 1923

WAYNE L. DICKEY, County Treasurer

W. J. 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 _____

Four Hundred Fourteen and No/100

DOLLARS

with interest thereon at the rate of 10 per cent, per annum, payable _____ annually from maturity

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

One note dated Dec. 14th, 1923, for \$414.00 signed by Finley Williams and Mattie Williams bearing interest at 10% from maturity due Jan. 14, 1923.

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 V 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 50.00 & 10% 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 14th day of December, 19 22

Finley Williams SEAL

Mattie Williams SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 14 day of December, 19 22, personally appeared _____

Finley Williams

and Mattie Williams

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 Dec. 13, 1924. (Seal) H. Augustus Guess, Notary Public.

I hereby certify that this instrument was filed for record in my office on 5 day of Jan. A. D., 19 23 at 3:30 o'clock P.M. Book 402, Page 233

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