

COMPARED

## MORTGAGE RECORD NO. 402

The News-Dispatch Print &amp; Audit Co., Shalima, Okla.

218343 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W. H. Horster and Olga Horster, his wife,a ..... of Tulsa, Tulsa County, Oklahoma, part ies of the first part, ha. vemortgaged and hereby mortgage to M. C. Crossof ..... part V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The Southeast Quarter (S.E.<sup>1</sup>/<sub>4</sub>) of the Northeast Quarter (N.E.<sup>1</sup>/<sub>4</sub>) of the Southeast Quarter (S.E.<sup>1</sup>/<sub>4</sub>) of Section Thirty (30) Township Nineteen (19) North, of Range Thirteen (13) East of the Indian Base and Meridian, in Tulsa County, State of Oklahoma, containing ten (10) acres, more or less, except the North Twenty (20) feet of said Ten (10) acres, which is hereby reserved for apportion of a public road.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$4,30 and issued Receipt No. 7277 therefor in payment of tax on the within mortgage.

Dated this 6 day of Jan, 1923WAYNE 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 .....

Seven Thousand Five Hundred and No/100 (\$7,500.00)

DOLLARS

eightsemi-date

with interest thereon at the rate of ..... per cent, per annum, payable ..... annually from .....

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

One note dated Jan. 3, 1923 in the sum of \$1500.00, due Feb. 1, 1923.  
 One note dated Jan. 3, 1923 in the sum of \$1000.00, due Jan. 3, 1924.  
 One note dated Jan. 3, 1923 in the sum of \$1000.00, due Jan. 3, 1925.  
 One note dated Jan. 3, 1923 in the sum of \$1000.00, due Jan. 3, 1926.  
 One note dated Jan. 3, 1923 in the sum of \$1000.00, due Jan. 3, 1927.  
 One note dated Jan. 3, 1923 in the sum of \$1000.00, due Jan. 3, 1928.  
 One note dated Jan. 3, 1923 in the sum of \$1000.00, due Jan. 3, 1929.

Mortgagee shall have the right to retire any indebtedness secured by this mortgage before its due date.

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, ..... will pay a reasonable attorney's fee of 10% of the unpaid principal ..... 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 3rd day of January, 19 23.W. H. Horster

SEAL.

Olga Horster

SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ..... a Notary Public in and for said County and State, on this 4th day of January, 19 23, personally appeared

W. H. Horsterand Olga Horster, 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 Dec. 22, 1924. (Seal) C. T. Scott, Notary Public.

I hereby certify that this instrument was filed for record in my office on 6 day of Jan., A. D., 19 23 at 10:00 o'clock A. M. Book 402, Page 236

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