

215095 O.M.J.

## REAL ESTATE MORTGAGE

COMPARED

KNOW ALL MEN BY THESE PRESENTS, That Ida Mae Dye and F. R. Dye, her husband

of Tulsa County, Oklahoma, parties of the first part, have

mortgaged and hereby mortgage to Bertha Adams

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

Lot Twelve (12) in Block Fourteen (14) in the Orcutt Addition to the city of Tulsa, Tulsa County, according to the recorded plat thereof.

It is hereby agreed that parties of the first part may pay as many notes and interest in advance as they desire. Parties of the first part to carry sufficient fire & tornado insurance to protect this mortgage.

#1.

State of Oklahoma, County of Tulsa. ss.

Before me, a Notary Public, in and for said County and State, on this 29th day of November 1922, personally appeared Ida Mae Dye, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her 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 written above.

My commission Expires Feb. 6th, 1926. (Seal) W. A. Setser, Notary Public.

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

Fourteen Hundred Fifty and 07/100

DOLLARS

with interest thereon at the rate of per cent, per annum, payable quarterly on the deferred notes

according to the terms of 15 certain promissory note described as follows, to-wit:

Fourteen notes in the sum of (\$100.00) One Hundred Dollars each and one note of Fifty and 07/100 Dollars (\$50.07) payable at the National Bank of Commerce Tulsa, Oklahoma, one due each four months from date.

CASURER'S ENDORSEMENT

I hereby certify that I received \$30 and issued Receipt No. 6422 therefor in payment of mortgage tax on the within mortgage.

Dated this 22 day of Nov 1922

WAYNE L. DICKEY, County Treasurer

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said parties 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 parties 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 Ten percent of the principal DOLLARS, which this mortgage also secures.

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

Dated this 22nd day of November, 1922.

Ida Mae Dye

SEAL

F. R. Dye

SEAL

STATE OF OKLAHOMA, County of Osage, ss:

Before me, a Notary Public in and for said County and State, on this 24th

day of November, 1922, personally appeared

F. R. Dye

and

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his 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 written above.

My commission expires Feb. 24th, 1926. (Seal) Chas. E. King, Notary Public.

#1.

I hereby certify that this instrument was filed for record in my office on 29 day of Nov. A. D. 1922

at 2:30 o'clock P. M. Book 402, Page 32

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