

## COMPARED

215098 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. K. Wells and Minnie Wells his wife

a ..... of Oklahoma ..... County, Oklahoma, part ies of the first part, ha ve  
 mortgaged and hereby mortgage to S. D. Pickering

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

Lot number Twenty Nine (29) Block Number Two (2)  
 in Boston Addition to Tulsa, Oklahoma, according  
 to the recorded plat thereof as filed for record  
 in the office of the County Clerk in and for Tulsa  
 County Oklahoma.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 20 and issued  
 Receipt No. 6429 therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 29 day of Nov 1922

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 .....

One Thousand & No/100 (\$1000.00)

DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable at maturity annually from date

according to the terms of 8 certain promissory note ..... described as follows, to-wit:

On or before February 1st, 1923 we promise to pay S. D. Pickering  
 one Thousand (\$1000.00) Dollars with interest at 8% per annum  
 payable at maturity. Date Nov. 1, 1922.

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 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 One hundred (\$100.00) 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 29th day of November 19 22.

J. K. Wells

SEAL

Minnie Wells

SEAL

STATE OF OKLAHOMA, County of..... ss:

Before me, ..... a Notary Public in and for said County and State, on this.....  
 day of..... 19..... personally appeared J. K. Wells

and Minnie Wells, 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. 11, 1923 (Seal)

Forrest C. Welch,

Notary Public.

I hereby certify that this instrument was filed for record in my office on 29 day of Nov A. D. 19 22  
 at 2:40 o'clock P. M. Book 402, Page 33.

By F. Delman,

Deputy. (Seal)

O. D. Lawson,

County Clerk.