

The News-Dispatch, Tulsa, Okla., Saturday, 21st Nov. 1922

COMPARED REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Harry Moskowitz and his wife, Lillian Moskowitz and Ben Moskowitz and his wife Gussie Moskowitz, all of Tulsa County, Oklahoma, parties of the first part, has Y9 mortgaged and hereby mortgage to F. A. Fuller

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

All of Lots Fourteen (14) and Fifteen (15) in Block Nine (9) of West Tulsa Addition to the City of Tulsa, Oklahoma according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$1500 and issued Receipt No. 6442 therefor in payment of mortgage tax on the within mortgage.

Dated this 22 day of Nov, 1922

WAYNE L. DICKEY, County Treasurer

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

Fifteen Thousand and 00/100 (\$15,000.00)

DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable monthly on the unpaid principal annually from December 1, 1922

according to the terms of 60 certain promissory note S described as follows, to-wit:

The first note due Jan. 1, 1923 in the amount of \$250.00 which includes payment of \$250.00 on the principal sum together with \$100.00 as payment of interest at the rate of 8% per annum on the principal. Each succeeding note payable on the first day of each month thereafter in the sum including \$250.00 to apply as payment on the principal sum and the interest at the rate of 8% per annum on the unpaid balance of the principal sum of this mortgage.

It is expressly agreed between the parties hereto that upon payment at any time to the said mortgagee by the said mortgagors of the principal sum hereunder remaining unpaid with interest up to date of the actual payment exclusive of interest computed in advance, the said mortgagee will discharge this mortgage.

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. provided such default shall continue for a period of thirty days.

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 One Hundred and 00/100 DOLLARS, which this mortgage also secures.

Part ies 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 18th day of November, 1922.

Harry Moskowitz
Lillian Moskowitz
Ben Moskowitz
Gussie Moskowitz

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, 18th day of November, 1922, personally appeared Harry Moskowitz and his wife, Lillian Moskowitz and Ben Moskowitz and his wife Gussie Moskowitz

and 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 July 12th, 1924. (Seal) John Barrett, Notary Public

I hereby certify that this instrument was filed for record in my office on 29 day of Nov., A. D., 1922 at 4:30 o'clock P. M. Book 402, Page 35

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