

The New Dispatch Print & Job Co., Shreveport, La.  
219769 G.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That B. R. Pettit and Bertha D. Pettit, his wife  
a \_\_\_\_\_ of Tulsa County, Oklahoma, part ies of the first part, have  
mortgaged and hereby mortgage to Wade C. Whiteside  
of \_\_\_\_\_ part Y of the second part, the following described real estate and premises situated in  
Tulsa County, State of Oklahoma, to-wit:

The North Seven (7) feet of Lot Eight (7) and the  
South Thirty-nine (39) feet of Lot Nine (9), Block  
Two Hundred Nine (209), Woodlawn Addition to the  
city of Tulsa, Tulsa County, Oklahoma; according to the recorded plat thereof.

ENDORSEMENT  
I hereby certify that I received \$ 36.00  
for the within mortgage.  
Witness this 22 day of Jan 1923  
WAYNE L. DIXEY, County Clerk  
WLD

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  
Nine Hundred Fifty and No/100 DOLLARS  
eight with interest thereon at the rate of \_\_\_\_\_ per cent, per annum, payable monthly according to the terms of one certain promissory note described as follows, to-wit:

One note in the sum of Nine Hundred Fifty Dollars, payable Twenty Five Dollars (\$25.00) on or before February 15th, 1923 and Twenty-five Dollars on or before the 15th day of each successive month thereafter until the entire principle of Nine Hundred and Fifty Dollars shall have been paid. Privilege is granted to pay any or all payments on or before maturity.

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 Y 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 Ten Dollars and ten per cent 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 16 day of January, 1923

B. R. Pettit SEAL

Bertha D. Pettit SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 16th day of January, 1923, personally appeared

B. R. Pettit

and Bertha D. Pettit

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 March 23rd, 1925. (Seal) Harry E. Wheeler, Notary Public.

I hereby certify that this instrument was filed for record in my office on 22 day of Jan. A. D., 1923  
at 2:10 o'clock P. M. Book 402, Page 350

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