

The New Dispatch Print &amp; Bind Co., Okla., Okla.

216105 C.L.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Lydia Horner, nee Terrapin, and Leo Horner, wife and

a husband of Tulsa County, Oklahoma, part ies of the first part, ha ve mortgaged and hereby mortgage to W. W. Beattie

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

Lots Forty-one (41) and Forty-two (42) in Block  
Seven (7) Orchard Addition to the city of Tulsa,  
according to the recorded plat thereof.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 6.00 and issued  
No. 4431 therefor in payment of mortgage  
to the within mortgage.

Dated this 29 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

Twenty-five hundred and no/100

DOLLARS

with interest thereon at the rate of 10 per cent, per annum, payable semi-annually from date

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

Dated November 28, 1922 and payable one year  
after 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 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 Two hundred fifty and no/100 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 28th day of Nov. 1922.

Lydia Horner

SEAL

Leo Horner

SEAL

STATE OF OKLAHOMA, County of Tulsa ss:

Before me, a Notary Public in and for said County and State, on this 28th day of November, 1922, personally appeared

Lydia A. Horner, nee Terrapin, and Leo Horner, wife and husband

and to me known to be the identical person 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 Jan. 23, 1926. (Seal) One Cook, Notary Public.

I hereby certify that this instrument was filed for record in my office on 29 day of Nov. A. D. 1922 at 3:00 o'clock P. M. Book 402, Page 37

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