

220467 DIEL

The Western Union Printing &amp; Publishing Co., Oklahoma City, Oklahoma

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That B. E. Witchell a single man  
 of Tulsa County, Oklahoma, part Y of the first part, ha...  
 mortgaged and hereby mortgage to Waldo M. Ballew  
 of part Y of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot Three (3) Block Three (3) of  
 Woodward Park Addition to the City  
 of Tulsa, Tulsa County Oklahoma, accord-  
 ing to the recorded plat thereof.

## TREASURER'S RECEIPT

I hereby certify that I received \$18.00 and issued  
 Receipt No. 2521 therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 21 day of Jan 1923

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 Nine Hundred (\$900.00)

DOLLARS

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

according to the terms of 12 certain promissory note S described as follows, to-wit:

Twelve notes of the sum of \$75.00 each payable on or before  
 maturity.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part Y hereby  
 covenant S and agree S 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 Y of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, will pay a  
 reasonable attorney's fee of \$100.00 DOLLARS,  
 which this mortgage also secures.

Part Y of the first part, for said consideration, do es 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 January, 1923

B. E. Witchell SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Notary Public in and for said County and State, on this 29  
 day of January, 1923, personally appeared B. E. Witchell a single man

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 above written.

My commission expires Dec 6-1923 (SEAL) Mrs. C. W. Moore Notary Public.

I hereby certify that this instrument was filed for record in my office on 30 day of Jan A. D., 1923  
 at 1 o'clock P. M. Book 402, Page 402 (SEAL)

By Brady Brown Deputy O. G. Weaver County Clerk.