

COMPARED
MORTGAGE RECORD NO. 402

49

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REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Emma J. Ealy, a widow,
of Tulsa County, Oklahoma, part V of the first part, ha S
mortgaged and hereby mortgage to W. L. Woody,
of part V of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

Lot Sixteen (16) in Block Two (2) in Mitchell-
Crosbie Addition to the city of Tulsa, Tulsa
County, Oklahoma, according to the recorded plat
thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 26 and issued
Receipt No. 447 therefor in payment of mortgage
tax on the within mortgage.

Dated this 2 day of Dec 1922

WAYNE L. DICKEY, County Treasurer

R. W.

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

(\$300.00) Three hundred and No/100 (\$300.00) DOLLARS

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

according to the terms of One certain promissory note described as follows to-wit

of even date herewith, due 60 days after date, made by first
party and payable to the order of second party.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part V hereby
covenant S and agree S to keep premises free from foreclosure suits and
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.

Said part V 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 as provided in note and fifty DOLLARS,
which this mortgage also secures.

Part V 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 1st day of December, 1922.

Emma J. Ealy SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, - - - a Notary Public in and for said County and State, on this 1st
day of December, 1922, personally appeared

Emma J. Ealy, a widow,

and - - -
to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed

the same as her 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 Sept. 6, 1923. (Seal) P. L. Long, Notary Public.

I hereby certify that this instrument was filed for record in my office on 2 day of Dec. A. D. 1922
at 9:40 o'clock A. M. Book 402, Page 49

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