

215620 G.M.J.

## REAL ESTATE MORTGAGE

COMPARED

KNOW ALL MEN BY THESE PRESENTS, That Rachel E. Bartley, a widow

a \_\_\_\_\_ of Tulsa County, Oklahoma, part V of the first part, has mortgaged and hereby mortgage to Rolland N. Steil

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 Thirty-nine (39) and Forty (40) in Block Six (6) in Orchard Addition to the city of Tulsa, Tulsa County, Oklahoma, according to the Recorded Plat thereof.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 132 and issued Receipt No. 6537 therefor in payment of mortgage tax on the within mortgage.

Dated this 6 day of Dec 1922  
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 \_\_\_\_\_

Two Thousand Two Hundred Fifty and No/100 (\$2250.00) DOLLARS

with interest thereon at the rate of Eight per cent, per annum, payable Monthly annually from Date

according to the terms of 36 certain promissory note S described as follows, to-wit:

35 notes of even date, numbered 1 to 35 inclusive, each for the sum of \$22.10 including interest at the rate of 8% per annum, first note due one month from date and one note due on 1st of each and every month thereafter until all 35 notes are paid. One note in the amount of \$1984.16, of even date, including interest at the rate of 8% per annum, due 36 months from date.

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 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, that in the event action is brought to foreclose this mortgage, they will pay a reasonable attorney's fee of 10% of principal hereof and Ten DOLLARS, which this mortgage also secures.

Part V 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 1st day of November, 1922.

Rachel E. Bartley 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 November, 1922, personally appeared \_\_\_\_\_

Rachel E. Bartley, 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 March 4th, 1924. (Seal) Harold J. Sullivan, Notary Public.

I hereby certify that this instrument was filed for record in my office on 6 day of Dec. A. D. 1922 at 10:00 o'clock A. M. Book 402, Page 74

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