

COMPARED
#249475 NS

MORTGAGE RECORD NO. 403

The New Dispatch Print & Audit Co., Station, Okla.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That R. C. Roberts and Alice Roberts, husband and wife,
 a Tulsa, Tulsa, County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to I. R. Gutchall
 of Tulsa, Tulsa, County, Oklahoma, part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Numbered Five (5) in Block Numbered Eleven (11)
 of Central Park Place, an addition to the City of
 Tulsa, according to the recorded plat of said Addition.

THIS SUPPLEMENTARY ENDORSEMENT
 I hereby certify that I received \$230 and issued
 Receipt No. 13482 for or in payment of mortgage
 due to the above mortgagee.
 Dated this 23rd day of Jan. 1924
 W. W. Weaver, County Clerk

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 Three Thousand and No/100 - - - (\$3000.00)

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:

Of even date herewith, made and executed by R.C. Roberts,
 Alice Roberts, E.L. Roberts, and A.P. Roberts, jointly and
 severally, and which note provides that \$500.00 of said prin-
 cipal sum is due and payable one year from the date thereof,
 (\$500.00) two years from the date thereof, balance at or before
 maturity, with privilege of paying said principal sum or any
 part thereof at any interest paying date. Default in the
 payment of any of said installments renders the full amount
 due and payable and this mortgage may be foreclosed.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties 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 and to insure and keep insured in favor of
 second party, buildings on said 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 parties 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 \$10.00 and 10 per cent of any amount due - - - - - \$614.46,
 which this mortgage also secures.

Part 1st 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 22nd day of January, 1924.

R. C. Roberts

SEAL

Alice Roberts

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 22nd
 day of January, 1924, personally appeared R. C. Roberts and Alice Roberts,
husband and wife,

and -----
 to me known to be the identical persons 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. 27, 1924. (SEAL) O. G. Hough Notary Public.

I hereby certify that this instrument was filed for record in my office on 22 day of January, A. D. 1924
 at 10 o'clock A. M. Book 403, Page 20.

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