

#250669 NS

The New-Berlin Print & Audit Co., St. Louis, Mo.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Henry Thede and his wife, Blance Thede

of Tulsa, County, Oklahoma, part ies of the first part, have mortgaged and hereby mortgage to Wm. O'Driscoll,

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

Lot Number Ten (10) Block Number One (1) in Lindsey's First Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the Recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$300 and issued Receipt No. 13642 as a payment of mortgage

dated 8 Feb. 1924  
S.B.

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 Twenty-four and No/100 - - - - -

eight DOLLARS with interest thereon at the rate of eight per cent, per annum, payable Monthly ~~xxxxx~~ from date

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

One note of even date in the amount of \$3024.00 due 5 years from date with interest at the rate of 8% per annum, interest payable monthly.

This mortgage is inferior and subject to a first loan in the amount of \$4000.00, now of record.

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 party 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% of unpaid principal and ten - - - - - DOLLARS, which this mortgage also secures.

Parties 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 6th day of February, 1924.

Henry Thede SEAL

Mrs Blanche Thede SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 6th day of February, 1924, personally appeared Henry Thede and Blanche Thede, his wife,

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 March .th. 1924. (SEAL) Harold J. Sullivan Notary Public.

I hereby certify that this instrument was filed for record in my office on 8 day of Feby. A. D. 1924

at 10:50 o'clock A.M. Book 403 Page 81

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