

224935 C. J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Pauline Dean Orcutt and Homer A. Orcutt, her husband

K of Tulsa County, Oklahoma, part 169 of the first part, have

mortgaged and hereby mortgage to The Liberty National Bank of Tulsa, Oklahoma.

part. 7 of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

All of Lots One (1) and Two (2) in Block Twenty-four (24) in Orcutt Addition to the City of Tulsa, according to the recorded plat thereof.

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.

FOUR THOUSAND & NO/100 (\$4000.00) DOLLARS.

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

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

One note in the principal sum of \$4000.00, dated March 19th, 1923, due on demand, bearing interest at the rate of ten per cent from date signed by Pauline Dean Orcutt and Homer A. Orcutt, her husband.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party SS. hereby covenants and agrees 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 ten per cent of principal sum of note, which this mortgage also secures. ~~DOLLARS.~~

Part 1.8 of the first part, for said consideration, do hereby expressly waive appraisement of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 19 day of March, 19 23.

Payline Dean Orcutt SEAL.

Homer A. Orcutt SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 19 _____ day of March, 1923, personally appeared Pauline Dean Orcutt

and Homer A. Orcutt, her husband.

to me known to be the identical person. S..... who executed the within and foregoing instrument and acknowledged to me that..... the yexecuted

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 Oct. 27, 1926 (SEAL) J. G. Hollis Notary Public.

I hereby certify that this instrument was filed for record in my office on 19 day of Feb. A. D., 1923
at 5:50 o'clock, P. M. Book 439, Page 107

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