

COMPARED

MORTGAGE RECORD NO. 439

225050 C. J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Richard Floodof Tulsa County, Oklahoma, part Y of the first part, ha. Smortgaged and hereby mortgaged to Iula A. Cofer, a single womanof part Y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:Lot Three (3) and the North Half of Lot Four (4) in Block Four (4)in Adams Addition to the City of Tulsa, Tulsa County, Oklahomaaccording to the recorded plat thereof.

8346, 18
 20 March 1923
 W. L. L. County Treasurer
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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

Nine Hundred and No/100 (\$900.00) DOLLARS,with interest thereon at the rate of 8 1/2 per cent, per annum, payable semi- annually from dateaccording to the terms of one certain promissory note described as follows, to-wit:1-Note dated March 20, 1923, for \$900.00, due in one year fromdate interest payable semi-annually, made to Iula A. Cofer, and

signed by Richard Flood, whose home is in the City of Bartlesville,
Oklahoma; and that this property is no part of his homestead and never
has been.

Richard Flood further states that this property is clear of all in cum-
brances of every kind.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part Y 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 Y shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said part Y of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, part Y will pay a reasonable attorney's fee of Twenty-five (\$25.00) and 10 1/2 DOLLARS, which this mortgage also secures.

Part Y 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 20th day of March A. D., 1923.Richard Flood SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:Before me, _____, a Notary Public in and for said County and State, on this 20day of March, 1923, personally appeared Richard Flood

am

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executedthe same as his 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 16, 1924 (SEAL) D. P. Monroy Notary Public.I hereby certify that this instrument was filed for record in my office on 20th day of March A. D., 1923at 2:30 o'clock P. M. Book 439, Page 112.By Brady Brown, Deputy. (SEAL) O. G. Weaver County Clerk.