

#225201 NS

**REAL ESTATE MORTGAGE**

KNOW ALL MEN BY THESE PRESENTS, That W. H. Botkin and Carol Botkin, (husband and wife)

a \_\_\_\_\_ of Tulsa, \_\_\_\_\_ County, Oklahoma, parties of the first part, have

mortgaged and hereby mortgage to..... W.H. Woods,.....

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

The East Fifty (50) feet of Lot Five (5) and Six (6) in Block Fifty Three (53) of the Original town of Tulsa according to the recorded plat thereof.

Subject to prior mortgage to Tulsa, Bldg.  
and Loan Association.

5398  
 22 March 1883  
 WALLACE COUNTY, TEXAS  
 A. J.

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.....Twelve Hundred Fifty and no/.00.....

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable.....semi-.....annually from .....Date .....

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

One Note in the sum of \$1250.00 dated March 14th, 1923, due March 14th, 1925, signed by W.H. Botkin and Carol Botkin, bearing interest at the rate of eight per cent per annum from date until paid.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part~~ies~~ hereby covenant~~and~~ and agree ~~to~~ 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 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% of Mtg. remaining unpaid, --- DOLLARS, which this mortgage also secures.

Part 1234 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 14th day of March, 1923.

W.H. Botkin

Carol Botkin. SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public,, a Notary Public in and for said County and State, on this 14th  
day of March, 19 23 personally appeared W.H. Botkin and Carol Botkin, (husband and  
wife)

XXX

to me known to be the identical person...S., 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 Sept. 8, 1923. (SEAL) J. E. Hardy, Notary Public.

I hereby certify that this instrument was filed for record in my office on 21 day of Mar. A. D., 1923.  
at 2 o'clock P. M. Book 439, Page 126

By Brady Brown, Deputy. O. G. Weaver, County Clerk.

(SEAL)