

COMPARED

MORTGAGE RECORD NO. 439

159

225806 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Katherine Shenk, a widow, Victor Shenk and Emma Shenk, and Helena Beatty and George F. Beatty, her husband, of Tulsa

a of County, Oklahoma, part 1st of the first part, ha. 79

mortgaged and hereby mortgage to Elizabeth Vorté

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

The South Half (S¹/₂) of the South Half (S¹/₂) of Southwest Quarter of Northwest Quarter of Section Twenty-eight (28), Township Twenty (20) North, Range Thirteen (13) East, in Tulsa County, Oklahoma, containing 10 acres, more or less.

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WAYNE L. DICKY, County Treasurer

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

Fifteen Hundred and No/100 (\$1500.00)

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 dated March 27th, 1923, for the sum of \$1500.00, due and payable on March 27th, 1925, to the order of Elizabeth Vorté, with interest at the rate of eight per cent per annum, from date until paid, said interest payable semi-annually.

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.

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 V 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, will pay a reasonable attorney's fee of One Hundred Fifty and No/100 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 27th day of March, 1923.

Helena Beatty
Geo. F. Beatty

Katherine Shenk
Victor Shenk
Emma Shenk

SEAL.
SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 27th day of March, 1923, personally appeared Katherine Shenk, a widow, Victor Shenk and Emma Shenk, his wife, and Helena Beatty and George F. Beatty, her husband,

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 9th, 1926. (Seal) Elizabeth Hall, Notary Public.

I hereby certify that this instrument was filed for record in my office on 27 day of March, A. D., 1923

at 1:50 o'clock P. M. Book 439, Page 159

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