

225816 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Hervey Bryan Williams a single man,

a \_\_\_\_\_ of Tulsa County, Oklahoma, part V of the first part, ha S

mortgaged and hereby mortgage to Max Halff

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 Twenty (20) in Block Number Five (5)  
Lynch-Forsythe Addition to the city of Tulsa,  
Tulsa County, Oklahoma according to the recorded  
plat thereof.

TRANSCRIBED AND INDEXED  
Filed for record in the office of the County Clerk of Tulsa County, Oklahoma, this 20th day of March 1923.  
8486  
Notary Public  
Wayne L. Dickey, County Treasurer  
mch 1923  
A. J. R.

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 \_\_\_\_\_

Five Hundred (\$500.00)

DOLLARS,

with interest thereon at the rate of Nine per cent, per annum, payable semi- annually from \_\_\_\_\_ date \_\_\_\_\_

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

\$500.00

Tulsa, Oklahoma.  
March 27, 1923.

One note dated March 27, 1923, in the sum of \$500.00 due two years after date with interest at the rate of 9% per annum, payable semi-annually from date, said note being payable to the order of Max Halff, Tulsa, Oklahoma.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part V 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. and to insure, and keep insured in favor of second party, building 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 V shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said part V of the first part hereby agree 2, that in the event action is brought to foreclose this mortgage, he will pay a reasonable attorney's fee of \$15.00 and 10% of principal sum DOLLARS, which this mortgage also secures.

Part y 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 27th day of March, 19 23

Hervey Bryan Williams

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, 19 23, personally appeared \_\_\_\_\_

Hervey Bryan Williams (single man)

and \_\_\_\_\_ to me known to be the identical person, who executed the within and foregoing instrument and acknowledged to me that he executed

the 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 May 3, 1924. (Seal) J. R. Clark, Notary Public.

I hereby certify that this instrument was filed for record in my office on 27 day of March, A. D., 19 23

at 3:00 o'clock P. M. Book 439, Page 161

(Seal)

O. G. Weaver,

By Brady Brown, Deputy. \_\_\_\_\_ County Clerk.