

COMPARED

MORTGAGE RECORD NO. 439

225817C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That T. F. Selby and wife

a _____ of Tulsa County, Oklahoma, part Y of the first part, ha S

mortgaged and hereby mortgage to I. R. Cutchall

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

Lot Seven (7) in Block Three (3) Amended plat of
Vern Sub Division to the City of Tulsa, State of
Oklahoma, according to the recorded plat thereof.

ENDORSEMENT

Issued by _____ and I received \$ 1200 and issued
to _____ 8499 in payment of _____
the _____ mortgage.

Lent this 28 day of March 1923

WAYNE L. DICKEY, County Treasurer

Deputy

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 (\$1200.00) DOLLARS,

with interest thereon at the rate of 10 per cent, per annum, payable semi annually from _____ dateaccording to the terms of one certain promissory note _____ described as follows, to-wit:

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part Y hereby covenant _____ 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 _____, that in the event action is brought to foreclose this mortgage, _____ will pay a reasonable attorney's fee of Twenty five (\$25.00) 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 19th day of February, 1923

T. F. Selby

SEAL

Charlotte Selby

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 19th day of February, 1923, personally appeared _____

T. F. Selby

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 Sept. 23, 1924. (Seal) Jessie I. Hastings, Notary Public.

I hereby certify that this instrument was filed for record in my office on 27 day of March A. D., 1923 at 3:00 o'clock P. M. Book 439, Page 162

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