

225837 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W. A. Todd and Ida M. Todd, his wife

a of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Artie Fox of part of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Four (4) Block Eleven (11) Owen Addition to the City of Tulsa, Tulsa County, Oklahoma,

Subject to Mortgage to Tulsa Building Loan Association for Fifty Five Hundred Dollars (\$5500.00) as first mortgage.

TRANSFER ENDORSEMENT

I hereby certify that I received \$30.00 and issued Receipt No. 8498 in payment of mortgage tax on the within mortgage.

Lapsed this 28 day of March 1923

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

WAYNE L. DICKEY, County Treasurer

This mortgage is given to secure the principal sum of

Two Thousand (\$2000)

DOLLARS,

with interest thereon at the rate of 10 per cent, per annum, payable semi annually from date

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

March 22, 1923, we, W. A. Todd and Ida M. Todd to Artie Fox, due March 22nd, 1925. in the sum of Two Thousand Dollars,

evidence of the within indebtedness.

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 parties 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, parties of first part reasonable attorney's fee of One Hundred and Ten Dollars (\$110.00) 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 22 day of March, 1923

W. A. Todd SEAL

Mrs. Ida M. Todd SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 22 day of March, 1923, personally appeared

W. A. Todd, Ida M. Todd, husband and wife

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 Dec. 20th, 1924. (Seal) Esther Warren, Notary Public.

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

at 3:20 o'clock P. M. Book 439, Page 163

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