

225952 C.M.J.

## REAL ESTATE MORTGAGE

Hettie Edwards

KNOW ALL MEN BY THESE PRESENTS, That

a \_\_\_\_\_ of Tulsa County, Oklahoma, part Y of the first part, ha S  
mortgaged and hereby mortgage to W. H. Botkin  
of \_\_\_\_\_ part Y of the second part, the following described real estate and premises situated in  
Tulsa County, State of Oklahoma, to-wit:

All my equity in and to Lot Number One (1) in Block  
Number (one) (1) of the Carter addition to the city  
of Tulsa evidenced by contract dated January 9th,  
1921, by and between Berry Hart Company, seller, and  
Hettie Edwards buyer.

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 \_\_\_\_\_

Ninety Three and no-100

DOLLARS,

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

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

One note dated March 9th, 1923 due May 1st 1923 signed by  
Hettie Edwards, bearing interest at 10% per annum from date.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part Y 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.

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 S, that in the event action is brought to foreclose this mortgage, \_\_\_\_\_ will pay a  
reasonable attorney's fee of \$10.00 and 10% \_\_\_\_\_ 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 9th day of March, 19 23.

Hettie Edwards

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 9th  
day of March, 19 23, personally appeared \_\_\_\_\_

Hettie Edwards

and \_\_\_\_\_  
to me known to be the identical person \_\_\_\_\_ who executed the within and foregoing instrument and acknowledged to me that she executed  
her  
the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.

My commission expires Dec. 13, 1924. (Seal) H. Augustus Guess, Notary Public.

I hereby certify that this instrument was filed for record in my office on 28 day of March A. D., 19 23

at 3:50 o'clock P. M. Book 439, Page 177

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