

COMBARED

826229 C.M.F.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That A. W. Baker and Maud M. Baker his wife

a \_\_\_\_\_ of Tulsa \_\_\_\_\_ County, Oklahoma, part <sup>ies</sup> of the first part, ha<sup>ve</sup>  
mortgaged and hereby mortgage to \_\_\_\_\_ Julien Halff  
of \_\_\_\_\_ part <sup>y</sup> of the second part, the following described real estate and premises situated in  
Tulsa County, State of Oklahoma, to-wit:

Lot Number Fourteen (14) in Block Three (3) in Hillcrest  
Addition to the city of Tulsa, Tulsa County, Oklahoma  
according to the recorded plat thereof.

THIS INSTRUMENT IS INDEXED  
by \_\_\_\_\_ and issued  
Record No. 8540. \_\_\_\_\_ of mortgage  
for the within mortgage.  
Executed this 31 day of March 1923  
WAYNE L. LUCKY, 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 \_\_\_\_\_

Twenty Seven Hundred (\$2700.00) no '100

DOLLARS,

Nine

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

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

\$2700.00

Tulsa, Oklahoma.  
March 31, 1923.

One note dated March 31, 1923, payable to the order of Julien Halff,  
in the sum of \$2700.00, due three years after date, with interest  
at the rate of 9% per annum, payable semi-annually from date according  
to the terms of said note.

Signed. A. W. Baker,  
Maud M. Baker

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

Said part <sup>ies</sup> of the first part hereby agree \_\_\_\_\_, that in the event action is brought to foreclose this mortgage, \_\_\_\_\_ they \_\_\_\_\_ will pay a  
reasonable attorney's fee of \_\_\_\_\_ \$15.00 and 10% of principal sum \_\_\_\_\_ DOLLARS,  
which this mortgage also secures.

Part <sup>ies</sup> 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 31st day of March, 1923.

A. W. Baker

SEAL.

Maud M. Baker

SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 31st  
day of March, 1923, personally appeared \_\_\_\_\_

A. W. Baker

and Maud M. Baker, his wife

to me known to be the identical person <sup>s</sup> 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 May 3, 1924. (Seal) J. R. Clark, Notary Public.

I hereby certify that this instrument was filed for record in my office on 31 day of March A. D. 1923  
at 11:00 o'clock A. M. Book 439, Page 201

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