

COMPARED

226299 C.I.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W. R. Luther and Lottie Luther, husband and wifea \_\_\_\_\_ of Tulsa \_\_\_\_\_ County, Oklahoma, part 108 of the first part, ha. vemortgaged and hereby mortgage to R. P. Asbury

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

the South-West Quarter (SW<sup>1</sup>) of Lot Two (2) Block Four  
(4) in Glen Acres Sub-division, in Section Five (5)  
Township Nineteen (19) North, Range Twelve East,

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 \_\_\_\_\_

Eighteen Hundred Fifty and No/100 (\$1850.00) DOLLARS,with interest thereon at the rate of 6 per cent, per annum, payable \_\_\_\_\_ annually from \_\_\_\_\_ date \_\_\_\_\_

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

\$1850.00 March 30th day of March, 1923.  
Five years after date, for value received, I, we, or either of us jointly and severally waiving grace and protest, promise to pay to the order of R. P. Asbury Eighteen Hundred Fifty and no-100 Dollars, with interest from date at the rate of 6% per annum, payable annually until paid, the interest, if not paid annually, to become as principal and bear the same rate of interest; and in case this note is placed in the hands of an attorney for collection I agree to pay ten per cent additional for the collection of the same the endorsors, guarantors, and assignors, severally waive presentment for payment protest and notice of protest thereof, for non payment of this note and consent that time payment may be extended without notice.

W. R. Luther

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies 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 ies shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said part ies 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 Twenty-five dollars DOLLARS, which this mortgage also secures.

Parties ies 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 30th day of March, 19 23

W. R. Luther

SEAL

Lottie Luther

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 30th day of March, 19 23, personally appeared \_\_\_\_\_

W. R. Luther and Lottie Luther

and \_\_\_\_\_

to me known to be the identical person, S 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 Nov. 21, 1925. (Seal) A. E. Kendel, Jr., Notary Public.I hereby certify that this instrument was filed for record in my office on 2 day of April, A. D., 19 23at 10:30 o'clock A. M. Book 439, Page 208By Brady Brown, (Seal) O. G. Weaver, County Clerk.