

226305 C.V.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Martha Wiley and P. S. Wiley her husband

a _____ of Tulsa County, Oklahoma, part ^{ies} of the first part, have mortgaged and hereby mortgage to Chas. E. Cartwright, Toledo, Ohio of _____ part ^V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Number Seven (7) in Block Number Four (4) in Gillette-Hall Addition to the city of Tulsa, Tulsa County, State of Oklahoma according to the recorded plat thereof.

THIS MORTGAGE WAS PREPARED BY
H. L. DICKINSON, Notary Public, Tulsa, Oklahoma, and issued
Receipt No. 86022 for the sum of \$2,700 in payment of mortgage
tax on the within mortgage.
Dated this 2 day of April, 1923.
WAYNE L. DICKINSON, County Treasurer
a.g.

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 _____

Four thousand Five Hundred (\$4500.00) _____

DOLLARS.

with interest thereon at the rate of Eight per cent, per annum, payable semi-annually from _____ date according to the terms of One certain promissory note _____ described as follows, to-wit:

\$4500.00

Tulsa, Oklahoma.

April 2, 1923.

One note dated April 2, 1923, payable to the order of Chas. E. Cartwright, Toledo, Ohio, in the sum of \$4500.00 due three years after date with interest at the rate of Eight per cent (8%) per annum from date, payable semi-annually until paid.

Signed Martha Wiley,
P. S. Wiley

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 ^V 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 \$15.00 and 10% of principal sum _____ DOLLARS, which this mortgage also secures.

Part ^{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 2nd day of April, 1923.

Martha Wiley

SEAL.

P. S. Wiley

SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 2nd day of April, 1923, personally appeared _____

Martha Wiley

and P. S. Wiley, her husband

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 Jan. 31, 1927. (Seal) Max Halff, Notary Public.

I hereby certify that this instrument was filed for record in my office on 2 day of April, A. D., 1923

at 11:00 o'clock A. M. Book 439, Page 209

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