

COMPARED

## MORTGAGE RECORD NO. 439

226513 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That A. P. Roberts and Ethel C. Roberts, his wife,a \_\_\_\_\_ of \_\_\_\_\_ Tulsa County, Oklahoma, part ies the first part, hasmortgaged and hereby mortgage to I. R. Cutchallof \_\_\_\_\_ part V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Twenty-one (21), Block Four (4), Highlands Second Addition to the city of Tulsa, County of Tulsa, State of Oklahoma, according to the Recorded Plat thereof.

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 \_\_\_\_\_

Two Thousand (\$2000.00) and No/100

DOLLARS,

with interest thereon at the rate of 8% per cent, per annum, payable semi- annually from November 22nd, 1922.according to the terms of One certain promissory note \_\_\_\_\_ described as follows, to-wit:

Said note being due two years from date hereof.

It is agreed that all or any part of said principal sum may be paid at any interest-paying date.

It is another condition of said mortgage that mortgagors keep the above described premises insured for not less than Two Thousand (\$2000.00) Dollars against loss by fire, lightning and wind, during the existence of this mortgage, said insurance being made payable to the above named mortgagee as their interests may appear.

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, \_\_\_\_\_ will pay a reasonable attorney's fee of Two Hundred & No/100 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 21st day of October, 19 22A. P. Roberts

SEAL

Ethel C. Roberts

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 21st day of October, 19 22, personally appeared \_\_\_\_\_

A. P. Robertsand Ethel C. Roberts, his wife

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.

Oct. 7, 1926. (Seal)Edna Roberts,

My commission expires \_\_\_\_\_ Notary Public.

I hereby certify that this instrument was filed for record in my office on 3 day of April, A. D., 19 23at 3:00 o'clock P. M. Book 439, Page 226By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk.