

#226560 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That D.C.Caudle and Mildred I.Caudle his wife,

xx of Tulsa, County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Bessie Gertrude Moore

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

The West one hundred (100) feet of Lot Twelve (12)
in Block Eighteen (18) in Gillette - Hall Addition
to the City of Tulsa, Tulsa County, 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 One Hundred and Ninety-two (\$192.00) DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable annually from March 12th, 1923.

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

Said note Dated March 12th, 1923, for One Hundred and Ninety-Two (\$192.00) dollars payable two years from its date, to Bessie Gertrude Moore of Tulsa, Oklahoma, note draws eight per cent interest per annum, interest payable annually.

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

Said parties 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 Fifty DOLLARS, which this mortgage also secures.

Parties 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 12th day of March, 1923.

D.C. Caudle SEAL

Mildred L.Caudle, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 12th day of March, 1923, personally appeared D.C. Caudle and Mildred I.Caudle his wife,

xxx to me known to be the identical person, 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 July 12th, 1924. (SEAL) John Barrett. Notary Public.

I hereby certify that this instrument was filed for record in my office on 4 day of April, A. D., 1923

at 9:30 o'clock A. M. Book 439, Page 231

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