

COMPARED

226708 C.M.J.

REAL ESTATE MORTGAGE

Thomas Deck

KNOW ALL MEN BY THESE PRESENTS, That

a _____ of Tulsa County, Oklahoma, part^{ies} of the first part, has mortgaged and hereby mortgage to H. E. Clute

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

All of lot number Twelve (12) in Block Numbered Five (5) in the town of Garden City Okla-Tulsa County, according to the recorded plat thereof,

PROPERTY TAXES PAID
Tulsa County, Oklahoma, 1923
8716
April 6, 1923
Tulsa 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

One thousand fifty (\$1050.00)

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable at maturity of each payment annually from April 3rd, 1923

according to the terms of Two certain promissory note^s described as follows, to-wit:

One note in the sum of One hundred dollars becoming due and payable on or before the July 3rd, 1923.
One installment note in the sum of \$950.00 becoming due and payable in installments of \$30.00 per. First of said \$30.00 payment shall become due and payable on or before the 3rd day of May 1923, and one payment in the like sum \$30.00 shall become due and payable on or before the 3rd day of each and every month thereafter consecutively until the full amount of the entire said balance is fully paid together with 8% interest per annum on all deferred amounts.

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

Said part^y of the first part hereby agree^s, that in the event action is brought to foreclose this mortgage, he will pay a reasonable attorney's fee of 10% DOLLARS, which this mortgage also secures.

Part^y of the first part, for said consideration, do^{es} hereby expressly waive appraisalment of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 3rd day of April, 1923

Tom Deck

SEAL

Mrs. Willie A. Deck

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____ a Notary Public in and for said County and State, on this 4 day of April, 1923, personally appeared

Thomas Deck

and Willie A. Deck

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 24, 1926. (Seal) J. T. Chamblee, Notary Public.

I hereby certify that this instrument was filed for record in my office on 5 day of April A. D. 1923 at 11:00 o'clock A. M. Book 439, Page 241

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