

COMPARED

MORTGAGE RECORD NO. 439

251

226803 C. J. I.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Berta Manley, a widow

a S of Tulsa County, Oklahoma, part V of the first part, ha. S
mortgaged and hereby mortgage to The Title Guarantee & Trust Company
of S part V of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

All of Lot Six (6) in Block Three (3) Ridgedale Terrace Second
Addition to the city of Tulsa, 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 Thousand Forty Five and No/100

DOLLARS.

with interest thereon at the rate of 8 per cent, per annum, payable semi annually from date

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

Dated February 15th, 1923, for the sum of One Thousand Forty Five & No/100 Dollars,
payable in installments of Twenty and No/100 Dollars (\$20.00) per month; said in-
stallments to be paid on or before the 15th day of each and every month hereinafter
beginning the 15th day of March 1923. Deferred payments to bear interest at the rate
of 8 per cent per annum from date until paid; interest payable semi annually. If any
of said installments become delinquent for 60 days the entire unpaid balance shall
at once become due and payable at the option of the holder.

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

Said part V of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, they will pay a
reasonable attorney's fee of One Hundred Four and 50/100 DOLLARS,
which this mortgage also secures.

Part V of the first part, for said consideration, do as hereby expressly waive appraisalment of said real estate and all benefit of
the homestead, exemption and stay laws in Oklahoma.

Dated this 15th day of February, 19 23.

Berta Manley

SEAL.

SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ----- a Notary Public in and for said County and State, on this 15th
day of February, 19 23, personally appeared
Berta Manley, a widow

and -----
to me known to be the identical person ----- who executed the within and foregoing instrument and acknowledged to me that she executed
her
the same as ----- 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 August 10th, 1925. (Seal) F. D. Kennedy. Notary Public.

I hereby certify that this instrument was filed for record in my office on 5 day of April, A. D., 19 23
at 4:05 o'clock P. M. Book 439, Page 251

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