

COMPARED

226894 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That M. H. Watts and Grace H. Watts, his wife

a \_\_\_\_\_ of \_\_\_\_\_ Tulsa \_\_\_\_\_ County, Oklahoma, part<sup>ies</sup> of the first part, ha<sup>ve</sup>

mortgaged and hereby mortgage to \_\_\_\_\_ Thos. P. Melvin and J. H. Boyles

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

All of Lot Ten (10) and the West Twenty-five (25) feet of  
 Lot Nine (9), Block Two (2) Sunset View Addition to the  
 City of Tulsa, Oklahoma according to the recorded plat  
 thereof.

I hereby certify that this instrument was filed for record in my office on \_\_\_\_\_  
 at \_\_\_\_\_ o'clock, \_\_\_\_\_ P. M. Book 439, Page 258

Dated this 6<sup>th</sup> day of April 1923  
 WAYNE L. DICKINSON, County Treasurer  
 E. P. S.

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 Six Hundred Eighty-seven and 50/100

DOLLARS,

with interest thereon at the rate of \_\_\_\_\_ eight \_\_\_\_\_ per cent, per annum, payable \_\_\_\_\_ semi- \_\_\_\_\_ annually from \_\_\_\_\_ date

according to the terms of \_\_\_\_\_ three \_\_\_\_\_ certain promissory notes \_\_\_\_\_ S \_\_\_\_\_ described as follows, to-wit:

One note for \$562.50 due on or before six months from date hereof.  
 One note for \$562.50 due on or before Twelve Months from date hereof.  
 One note for \$562.50 due on or before Nineteen months from date hereof.  
 All of said notes signed by M. H. Watts and Grace H. Watts, payable to the  
 order of Thos. P. Melvin and J. H. Boyle.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part<sup>ies</sup> 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.

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<sup>ies</sup> shall be entitled to the immediate possession of  
 the premises and all rents and profits thereof.

Said part<sup>ies</sup> 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 \_\_\_\_\_ as provided in said notes \_\_\_\_\_ DOLLARS,  
 which this mortgage also secures.

Part<sup>ies</sup> 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 23<sup>rd</sup> day of March, 1923

M. H. Watts

SEAL

Grace H. Watts

SEAL

STATE OF OKLAHOMA, County of \_\_\_\_\_ Tulsa \_\_\_\_\_, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 23<sup>rd</sup>

day of \_\_\_\_\_ March \_\_\_\_\_, 1923, personally appeared \_\_\_\_\_

M. H. Watts

and \_\_\_\_\_ Grace H. Watts

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 \_\_\_\_\_ and official seal the day and year last above written.

My commission expires \_\_\_\_\_ March 11, 1926. (Seal) \_\_\_\_\_ W. L. Hinaman, \_\_\_\_\_ Notary Public.

I hereby certify that this instrument was filed for record in my office on \_\_\_\_\_ 6 \_\_\_\_\_ day of \_\_\_\_\_ April \_\_\_\_\_ A. D., 1923

at \_\_\_\_\_ 3:35 \_\_\_\_\_ o'clock, \_\_\_\_\_ P. M. Book 439, Page 258

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