

# COMPARED MORTGAGE RECORD NO. 439

227095 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Theodore C. Beck and Eva Beck, his wife

of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Thomas C. Rogers of Tulsa County, Oklahoma, parties of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The east sixty five (65) feet of the west One Hundred seventy five (175) feet of the following described land- Beginning at a point fifty two (52) rods south of the Northwest corner of the Southeast quarter (1) of the Southeast quarter (1) of Section five (5) Township Nineteen (19) North, Range Twelve (12) East and thence running south four (4) rods thence East twenty (20) rods thence north four (4) rods thence west twenty (20) rods to place of beginning.

This mortgage is given subject to one first mortgage for Twelve Hundred fifty (\$1250.00) dollars as shown of record.

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

Twelve Hundred and fifteen and No/100

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable monthly

according to the terms of \$6 certain promissory note described as follows, to-wit:

Thirty five notes for Fifteen dollars each including interest and one note for Nine Hundred and fifty five and No/100 (\$955.00) including interest to date of maturity.

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, will pay a reasonable attorney's fee of Ten per cent and Twenty five 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 fourth day of April, 1923

Theodore C. Beck

SEAL

Eva Beck

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

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

Theodore C. Beck

and Eva Beck, his wife

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 Jan. 16, 1927. (Seal)

J. O. Parris

Notary Public.

I hereby certify that this instrument was filed for record in my office on 9 day of April, A. D., 1923

at 4:10 P. M. Book 439, Page 276

By Brady Brown, Deputy.

(Seal)

O. G. Weaver,

County Clerk.