

227170 C.H.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Dudley W. Moore and Alva Johnson Moore, his wife

a of Tulsa, Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Edward Watters of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The North Fifty (50') feet of Lots One (1) and Two (2) in Block Twelve (12) in Irving Place Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof.

This mortgage is subject to a first mortgage covering the above described land in sum of \$2250.00 in favor of The Mortgage-Bond Company of New York, N. Y.

8790 252
11 apr 1923
a-g

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

Two Thousand Nine Hundred and Twenty-five (\$2925.00)

DOLLARS,

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

according to the terms of \$0 certain promissory note \$ described as follows, to-wit:

Fifty promissory notes each in the sum of \$58.50 of even date hereof first note due and payable upon the 10th day of May 1923, and one note due and payable upon the 10th day of each and every month thereafter until all of said notes are paid, each note bearing interest at 8 per cent per annum from maturity, all of notes payable at the Exchange National Bank, Tulsa, Oklahoma, and in favor of second party and duly executed by first parties.

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. Fire and tornado insurance in sum of \$2000.00

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 Two Hundred and Fifty and No/100 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 10th day of April A.D., 1923.

Dudley W. Moore SEAL

Alva Johnson Moore SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 10th day of April A.D., 1923, personally appeared

Dudley W. Moore

and Alva Johnson Moore, his wife

to me known to be the identical persons 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 May 21, 1923. (Seal) Fred D. Oiler, Notary Public.

I hereby certify that this instrument was filed for record in my office on 10 day of April A. D., 1923.

at 2:00 o'clock P. M. Book 439, Page 279

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