

227233 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Belle Dutcher

a \_\_\_\_\_ of Tulsa County, Oklahoma, part Y of the first part, ha<sup>s</sup>  
 mortgaged and hereby mortgage to <sup>S</sup> J. I. Payne  
 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 Six (6), Block One (1), Nixon Trotter  
 Heights Addition to the city of Tulsa, Tulsa County  
 Oklahoma, with all the improvements thereon and  
 thereunto belonging.

RECORDED IN THE PUBLIC RECORDS OF THE  
 COUNTY OF OKLAHOMA, BOOK 439, PAGE 283  
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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 \_\_\_\_\_

Twenty-seven hundred and 00/100

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable monthly ~~annuity from~~ on deferred balance

according to the terms of 90 certain promissory note <sup>S</sup> described as follows, to-wit:

Ninety notes of thirty (\$30.00) dollars each bearing interest at the rate of  
8 per annum from date. Interest to be paid monthly on deferred balance. First  
 note due one month from date and one note due each consecutive month until all  
 are paid.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part Y hereby  
 covenant <sup>S</sup> and agree <sup>S</sup> 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 <sup>S</sup>, that in the event action is brought to foreclose this mortgage, \_\_\_\_\_ will pay a  
 reasonable attorney's fee of Ten Dollars and ten percent of the amount remaining unpaid DOLLARS,  
 which this mortgage also secures.

Part Y of the first part, for said consideration, do <sup>es</sup> hereby expressly waive appraisalment of said real estate and all benefit of  
 the homestead, exemption and stay laws in Oklahoma.

Dated this 1st day of March, 19 23

Belle Dutcher

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 1st  
 day of March, 19 23, personally appeared \_\_\_\_\_

Belle Dutcher

and \_\_\_\_\_  
 to me known to be the identical person \_\_\_\_\_ who executed the within and foregoing instrument and acknowledged to me that \_\_\_\_\_ he  
 his  
 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 Jan. 15th, 1927. (Seal) D. C. Lange, Notary Public.

I hereby certify that this instrument was filed for record in my office on 11 day of April, A. D., 19 23  
 at 2:20 o'clock P. M. Book 439, Page 283

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