

COMPARED

MORTGAGE RECORD NO. 439

227260 C.H. J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W. A. Baker and Mona Baker, his wife

a _____ of _____ Tulsa _____ County, Oklahoma, part _____ ies of the first part, have
 mortgaged and hereby mortgage to May H. Handley
 of _____ part _____ y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Three (3) in Block Twenty Two (22), in College
 Addition to the city of Tulsa, Oklahoma, according
 to the recorded plat thereof.

1923-24. 1923-24. 40 and issued
 Receipt No. 886 and for payment of mortgage
 tax on the within R. S. 1000
 Dated this 12th day of April 1923.
 WAYNE L. DICKER, County Treasurer

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 Three Hundred Seventy Two and 50/100 (\$2372.50) DOLLARS.

with interest thereon at the rate of 10 per cent, per annum, payable _____ annually from _____

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

One note dated April 11, 1923, for \$2372.50, payable \$30.00
 per month without interest.

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

Said part _____ ies 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 (10) per cent of the amount due _____ DOLLARS,
 which this mortgage also secures.

Part _____ ies 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 11th day of April, 1923

W. A. Baker _____ SEAL.

Mona Baker _____ SEAL.

STATE OF OKLAHOMA, County of _____ Tulsa _____, ss:

Before me, _____ a Notary Public in and for said County and State, on this 11th
 day of April, 1923, personally appeared _____

W. A. Baker and Mona Baker, his wife

and _____
 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 signature and official seal the day and year last above written.

My commission expires June 19, 1926. (Seal) F. Dunaway, Notary Public.

I hereby certify that this instrument was filed for record in my office on 11 day of April A. D. 1923

at 2:45 o'clock P. M. Book 439, Page 284

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