

227269 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Harold S. Baer and Frances M. Baer, husband and wife,a \_\_\_\_\_ of Tulsa County, Oklahoma, part ies of the first part, havemortgaged and hereby mortgage to Nancy Boynton, a widowof \_\_\_\_\_ 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 Number Thirty Eight (30) and the North Twelve and one-half feet (N 12 1/2 ft) of Lot Number Thirty Seven (37) in Block Number Twelve (12) of Capitol Hill 1st Addition, according to the amended plat thereof.

RECORDED IN BOOK 40  
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Filed for record April 11, 1923  
W. J. Mason, County Treasurer

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same. W. J. Mason, County Treasurer

This mortgage is given to secure the principal sum of \_\_\_\_\_

One Thousand and no/100 (\$1000.00)

DOLLARS,

with interest thereon at the rate of ten per cent, per annum, payable semi annually from \_\_\_\_\_ date \_\_\_\_\_according to the terms of one certain promissory note \_\_\_\_\_ described as follows, to-wit:

Dated April 10, 1923 payable to Nancy Boynton, and signed by Harold S. Baer and Frances M. Baer, payable two years after date for \$1000.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies 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 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, they will pay a reasonable attorney's fee of One Hundred and No/100 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 10th day of April, 19 23Harold S. Baer SEALFrances M. Baer SEALSTATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 10th day of April, 19 23, personally appeared \_\_\_\_\_

Harold S. Baerand Frances M. Baer, husband and wife,to me known to be the identical person s who executed the within and foregoing instrument and acknowledged to me that they executedthe 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 March 15, 1927 (Seal) W. J. Mason, Notary Public.I hereby certify that this instrument was filed for record in my office on 11 day of April A. D., 19 23at 3:20 o'clock P. M. Book 439, Page 287By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk.