

## MORTGAGE RECORD NO. 439

The News Dispatch Printing &amp; Audit Co., Oklahoma, Okla.

227575 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Emma T. Caspary and P. T. Caspary, her husband

a \_\_\_\_\_ of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Ida B. Lewk and Louis D. Lewk, her husband of \_\_\_\_\_ part, the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The East Twenty Five (25) feet of Lot Seven (7) and the West Twenty five (25) feet of Lot Eight (8) in Lewkowitz Sub-division of Lots Thirteen (13) and Fourteen (14), Block Twenty Eight (28), Park Place Addition to the city of Tulsa, Oklahoma, according to the recorded plat thereof.

Locality map, filed in 8-12-24 and taxed  
 Receipt No. 8814 for tax payment of mortgage  
 tax on the within premises  
 Dated this 16th day of April, 1923.  
 WAYNE L. BICKEL, County Treasurer  
 a-j Deputy

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 Fifty and No/100 (\$1250.00)

DOLLARS,

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

according to the terms of two certain promissory notes described as follows, to-wit:

Two promissory notes of \$625.00 each both dated April 12, 1923, one due in six months after date and one due twelve months after date, both bearing interest at the rate of 8 per cent, payable semi annually.

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 parties 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, they will pay a reasonable attorney's fee of \$15.00 and 10% of the amount due 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 12th day of April, 1923

Emma T. Caspary

SEAL

D. T. Caspary

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 12th day of April, 1923, personally appeared \_\_\_\_\_

Emma T. Caspary

and D. T. Caspary, her husband,

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 June 19, 1926. (Seal)

V. Tunaway,

Notary Public.

I hereby certify that this instrument was filed for record in my office on 14 day of April, A. D. 1923 at 11:20 o'clock A. M. Book 439, Page 310

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