

COMPARED

228446 C.H.J.

FIRST

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That L. J. Wentworth and Lottie R. Wentworth, his wife,

a of Tulsa County, Oklahoma, parties of the first part, have

mortgaged and hereby mortgage to Max Halff

of part of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Number Five (5) in Block Number Six (6) in Kirkpatrick Heights Addition to the city of Tulsa, Tulsa County, State of Oklahoma according to the recorded plat thereof.

DEED OF ENDORSEMENT

I hereby certify that I received \$1500.00 and have Receipt No. 9047 in payment of mortgage tax on the within mortgage.

Dated this 23 day of April, 1923

WAYNE L. DICKIN, 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

Fifteen Hundred (\$1500.00) No/100

DOLLARS.

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

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

\$1500.00

Tulsa, Oklahoma.

April 21, 1923.

One note dated April 21, 1923, in the sum of \$1500.00 due three years after date with interest at the rate of 9% per annum payable semi-annually payable to the order of Max Halff, Tulsa, Oklahoma.

Signed L. J. Wentworth  
Lottie R. Wentworth.

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 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, they will pay a reasonable attorney's fee of \$15.00 and 10% of principal sum DOLLARS, which this mortgage also secures.

Parties of the first part, for said consideration, do hereby expressly waive appraisement of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 21st day of April, 1923

L. J. Wentworth

SEAL

Lottie R. Wentworth

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 21st day of April, 1923, personally appeared

L. J. Wentworth

and Lottie R. Wentworth, 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 Dec. 2, 1924. (Seal)

C. J. Thornton,

Notary Public.

I hereby certify that this instrument was filed for record in my office on 23 day of April, A. D., 1923

at 4:00 o'clock P. M. Book 439, Page 367

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