

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

#228899 NS

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Ralph Waldeck and Mary M. Waldeck, his wife,  
 a \_\_\_\_\_ of Tulsa, County, Oklahoma, parties of the first part, have  
 mortgaged and hereby mortgage to Robert Tontz  
 of \_\_\_\_\_ part Y of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

The East Forty Six and  $\frac{2}{3}$  feet of Lots one  
 (1) and Two (2) in Block Twenty Two (22) in  
 Irving Place Addition to the City of Tulsa,  
 State of Oklahoma, according to the recorded  
 plat thereof.

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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 Two Thousand (\$2000.00) - - - - -

DOLLARS,

with interest thereon at the rate ten per cent, per annum, payable semi-annually from February 9th, 1923,

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

One note for One Hundred (\$100.00) Dollars dated  
 February 9th, 1923, and due in three years.

One note for Two Hundred (\$200.00) Dollars dated  
 February 9th, 1923 and due in four years.

One note for One Thousand seven Hundred (\$1700.00)  
 dollars dated February 9th, 1923, and due in five years.

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 ten per cent of amount unpaid and ten 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 Ninth day of February, 1923.

Ralph Waldeck SEAL

Mary M. Waldeck SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 25th  
 day of April, 1923, personally appeared Ralph Waldeck and Mary M. Waldeck, his wife,

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to me known to be the identical person 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 18th, 1925. SEAL) Russ L. Grant Notary Public.

I hereby certify that this instrument was filed for record in my office on 28 day of April A. D., 1923  
 at 10:30 o'clock A. M. Book 439, Page 404

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