

COMPARED

45

224178 C.J. J.

KNOW ALL MEN BY THESE PRESENTS, That Bess E. Wilson and Joe A. Wilson, her husband

Lot numbered Ten (10), Block Twenty-six (26). College Addition to the city of Tulsa, Oklahoma, according to the recorded plat thereof, together with all improvements thereupon situated and thereunto belonging.

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-nine Hundred (\$2900.00) DOLLARS.

with interest thereon at the rate of 8 per cent, per annum, payable..... ~~annually~~ from date until paid.....

according to the terms of, 58 certain promissory note, S. described as follows, to-wit:

Fifty-eight (58) notes of even date herewith, the first note due on February 1, 1923, and one note due on the first day of each and every month thereafter until all are paid. Said notes to bear interest at the rate of 8% per annum from date until paid and payable as each note is paid.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party^{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 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, - - - will pay a reasonable attorney's fee of Ten Dollars and Ten per cent DOLLARS, which this mortgage also secures.

Part 9. So 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 1st day of January, 19 23

Bess E. Wilson

Joe A. Wilson

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 1st
day of January, 1926, personally appeared _____

Bess E. Wilson
and Joe A. Wilson, her husband,

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 Oct. 29, 1925. (Seal) Chas. P. Yadon, Notary Public.

I hereby certify that this instrument was filed for record in my office on 12 day of March A. D., 19 23

at 1:00 o'clock P. M. Book 439, Page 45

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