

229980 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Ethel G. Craig and J. H. Craig her husband

a \_\_\_\_\_ of \_\_\_\_\_ Tulsa \_\_\_\_\_ County, Oklahoma, part <sup>ies</sup> of the first part, ha<sup>ve</sup>  
mortgaged and hereby mortgage to L. J. Wentworth  
of \_\_\_\_\_ part <sup>V</sup> of the second part, the following described real estate and premises situated in  
Tulca 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.

This mortgage subject to a first mortgage of \$1500.00 in  
favor of Max Halff.

RECEIVED  
I hereby certify that I received \$2,700 and issued  
this 9th day of May 1923 the order in payment of mortgage  
tax on the within mortgage

Dated this 10 day of May 1923  
WAYNE L. DICKEY, 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 \_\_\_\_\_

Twenty Seven Hundred and Fifty (\$2750.00) No/100

eight

with interest thereon at the rate of \_\_\_\_\_ per cent, per annum, payable monthly \_\_\_\_\_ annually from \_\_\_\_\_ date

according to the terms of 69 \_\_\_\_\_ certain promissory note \_\_\_\_\_ S \_\_\_\_\_ described as follows, to-wit:

\$2750.00

Tulsa, Oklahoma.  
May 8th, 1923.

Sixty nine notes dated May 8th, 1923, in the sum of \$40.00 each except last note  
being for \$30.00 payable to the order of L. J. Wentworth said notes bearing interest  
at the rate of 8% per annum, payable monthly on all principal sum due until paid.  
First note due June 8th, 1923 and one each and every month thereafter until paid in  
full.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part <sup>ies</sup> 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 <sup>V</sup> shall be entitled to the immediate possession of  
the premises and all rents and profits thereof.

Said part <sup>ies</sup> 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 due \_\_\_\_\_ DOLLARS,  
which this mortgage also secures.

Part <sup>ies</sup> 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 8th \_\_\_\_\_ day of May \_\_\_\_\_, 19 23

Ethel G. Craig \_\_\_\_\_ SEAL

J. H. Craig \_\_\_\_\_ SEAL

STATE OF OKLAHOMA, County of \_\_\_\_\_ Tulsa \_\_\_\_\_, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 8th  
day of May \_\_\_\_\_, 19 23, personally appeared \_\_\_\_\_

Ethel G. Craig

and J. H. Craig, her husband

to me known to be the identical person \_\_\_\_\_ who executed the within and foregoing instrument and acknowledged to me that \_\_\_\_\_ they \_\_\_\_\_ executed  
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 January 31, 1927. (Seal) Max Halff, \_\_\_\_\_ Notary Public.

I hereby certify that this instrument was filed for record in my office on 9 \_\_\_\_\_ day of May \_\_\_\_\_ A. D., 19 23  
at 10:00 o'clock A. M. Book 439, Page 491

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