

230083 C.M.J.

COMPARED

COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Jessie Armstrong and L. C. Armstrong (her husband)a _____ of Tulsa, Tulsa County, Oklahoma, parties of the first part, havemortgaged and hereby mortgage to W. L. Horneof _____ part V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Thirteen (13) in Block Eighteen (18) in Federal Heights
Second Addition to the city of Tulsa, Oklahoma, according to
the Recorded plat thereof.

"This Mortgage is given as a first Mortgage and there are no incumbrance against said property". according to the terms of 48 certain promissory notes describer as follows, to-wit: All dated May 9th, 1923, The first note in the sum of \$25.00 due and payable June 9th, 1923 and one note due and payable each and every month thereafter on the 9th untill all have been paid in full, together with interest at the rate of 8% per annum, payable monthly on the unpaid balance. All notes signed by Jessie Armstrong and L. C. Armstrong

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 and No/100

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable monthly ~~annually~~ from date on the unpaid balance bearing even date herewith and given as evidence of the within indebtedness, according to the terms of 48 ~~certain promissory note~~ described as follows, to-wit:

promissory

TREASURER'S RECEIPT
I hereby certify that the sum of 96 and no/100
has been received in payment of mortgage
No. 9405
dated 10 May 1923
W. L. HORN, Treasurer
3-8

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part do 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.

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 do shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said parties of the first part hereby agree to, that in the event action is brought to foreclose this mortgage, they will pay a reasonable attorney's fee of \$25.00 and 10 per cent of the full amount unpaid. DOLLARS, which this mortgage also secures.

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

Dated this 9th day of May, 19 23.

Jessie Armstrong

SEAL.

L. C. Armstrong

SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 10th day of May, 19 23, personally appeared _____

Jessie Armstrong

and L. C. Armstrong. (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 Oct. 24, 1924. (Seal) R. D. Hudson, Notary Public.

I hereby certify that this instrument was filed for record in my office on 10 day of May, A. D., 19 23 at 11:40 o'clock A. M. Book 439, Page 504

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

according to the terms of 48 promissory notes