

COMPARED

MORTGAGE RECORD NO. 439

523

230323 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Claude E. Walter,

a of Tulsa County, Oklahoma, part Y of the first part, ha. S

mortgaged and hereby mortgage to H. F. Dunkle

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

Lot Ten (10) in Block Nine (9) in Ingrah-Lewis Addition to the city of Tulsa, Tulsa County, Oklahoma, according to the recorded plat. This mortgage is made for the balance of the purchase price of said premises and is evidence of the debt and not the payment thereof.

TREASURER'S RECEIPT

I hereby certify that I received \$.08 and issued Receipt No. 9464 the cash payment of mortgage tax on the within mortgage.

Dated this 14 day of May, 1923

WAYNE L. LUCAS, 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 (\$450.00)

Four Hundred Fifty and No/100 (\$450.00

eight

DOLLARS,

with interest thereon at the rate of per cent, per annum, payable monthly annuity from date

according to the terms of Eighteen certain promissory note. S described as follows, to-wit: Each note for the sum of \$25.00, with eight per cent interest from date to maturity added in the face of each note, and bearing interest after maturity at the rate of eight per cent per annum, said notes payable monthly, one each month, after date.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part Y hereby covenant and agree S/ to keep said premises free from foreclosure suits, to keep said premises in good repair 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 Y shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said part Y of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, will pay a reasonable attorney's fee of as provided in said notes and \$50.00 DOLLARS, which this mortgage also secures.

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

Dated this 10th day of May, 1923.

Claude E. Walter

SEAL

Mrs. C. E. Walter

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this

day of May 10, 1923, personally appeared

Claude E. Walter and Mrs. C. E. Walter

and

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 May 11-1925. (Seal) Charles W. Simpson, Notary Public.

I hereby certify that this instrument was filed for record in my office on 12 day of May, A. D., 1923

at 10:00 o'clock A. M. Book 439, Page 523

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