

COMPARED

MORTGAGE RECORD NO. 439

531

230492 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Wm. E. Higby, C. H. Rosenstein and Helen F. Rosenstein, his wife, and A. T. Scherer and Marie B. Scherer, his wife of Tulsa, Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to LIBERTY NATIONAL BANK, Tulsa, Oklahoma

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

Lot Three (3) in Block One (1) of Bren Rose Addition to City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

TRASURERS ENDORSEMENT
I hereby certify that I received \$1800.00
Receipt No. 9480 therefor in payment of
tax on the within mortgage
Dated this 14 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

Nine Hundred and No/100

DOLLARS,

eight

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

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

One certain promissory note for \$300.00 due six months from date with interest at the rate of eight per cent per annum.
One certain promissory note for \$300.00 due twelve months from date with interest at the rate of eight per cent per annum.
One certain promissory note for \$300.00 due eighteen months from date with interest at the rate of eight per cent per annum.

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.

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 per cent of the amount of this mortgage 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 12th day of May, 1923

A. T. Scherer
Marie B. Scherer

Wm. E. Higby
C. H. Rosenstein
Helen F. Rosenstein

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this Twelfth day of May, 1923, personally appeared Wm. E. Higby, a single man; C.H. Rosenstein and Helen F. Rosenstein his wife, and A.T. Scherer and Marie B. Scherer, his wife.

and 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 Dec. 7, 1926. (Seal) Anne Ryan, Notary Public.

I hereby certify that this instrument was filed for record in my office on 14 day of May, A. D., 1923 at 4:10 o'clock P.M. Book 439, Page 531
By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk.