

230676 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That **Ray H. Welden and Freda B. Welden, his wife**

a \_\_\_\_\_ of **Tulsa** County, Oklahoma, part **Y** of the first part, ha  
mortgaged and hereby mortgage to **Eleanor Parker**  
of \_\_\_\_\_ part **Y** of the second part, the following described real estate and premises situated in  
Tulsa County, State of Oklahoma, to-wit:

**Lot Eleven (11) in Block One (1) of Wakefield Addition  
to the city of Tulsa, Tulsa County, Oklahoma, according  
to the recorded plat thereof.**

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 \_\_\_\_\_

**Three Thousand Five Hundred and No/100**

DOLLARS,

with interest thereon at the rate of **8** per cent, per annum, payable **monthly** **annually** from **date**

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

**One note dated May 15th 1923 in the sum of \$3500.00, signed by Ray H. Welden  
and Freda B. Welden and payable to the order of Eleanor Parker. The said note  
in monthly installments of \$61.25 including interest at the rate of 8% per  
annum computed and payable monthly on the entire deferred sum each month.**

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

Said part **ies** 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 principal and Ten** DOLLARS,  
which this mortgage also secures.

Part **ies** 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 **15th** day of **May**, 19 **23**.

**Ray H. Welden**

SEAL

**Freda B. Welden**

SEAL

STATE OF OKLAHOMA, County of **Tulsa**, ss:

Before me, \_\_\_\_\_ a Notary Public in and for said County and State, on this **15th**  
day of **May**, 19 **23**, personally appeared \_\_\_\_\_

**Ray H. Welden**

and **Freda B. Welden, his wife**

to me known to be the identical person **s** who executed the within and foregoing instrument and acknowledged to me that **they** executed

**their**

the same as \_\_\_\_\_ 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 **Mar. 18th, 1927. (Seal)** **W. Warren Ferrell.** Notary Public.

I hereby certify that this instrument was filed for record in my office on **16** day of **May** A. D., 19 **23**

at **1:05** o'clock **P.** M. Book 439, Page **553**

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