

#230984 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That E.A. Wofford and Bertha Wofford ( his wife)

a of Tulsa, Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Ralph F. Parker,

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

All of Lot Six (6) in Block Five (5) continuation of Glen Acres Sub-division of Section Five (5), Township Nineteen (19) North, Range Twelve (12) East, Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

"This mortgage is given subject to a first mortgage of Nine Hundred Dollars in favor of W.W.Lynn and assigns.

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 Eighteen Hundred and no/100

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable monthly ~~XXXXX~~ from date on the unpaid balance

according to the terms of 72 certain promissory note s ~~XXXXXXXXXXXXXXXXXXXX~~

bearing even date herewith and given as evidence of the within indebtedness.

\*\*STATE OF OKLAHOMA,  
COUNTY OF TULSA, SS.

Before me, a Notary Public, in and for said County and State, on this 10th May, 1923, personally appeared Bertha Wofford to me known to be the identical person who executed the within and foregoing instrument by her mark in the presence and in the presence of J.W.Wright and J.E.Baker, as witnesses, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth. Given under my hand and seal of office the day and year last above written.

(SEAL) O.P. Hyde, Notary Public,

My commission expires July 8, 1923.

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 thereon, 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 parties 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 \$25.00 and 10 per cent of the full amount unpaid ~~XXXXXX~~, which this mortgage also secures.

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

Dated this 9th day of May, 19 23.

Witness;

J.W.Wright,  
J.E.Baker,

E. A. Wofford

her  
Bertha x Wofford  
mark

SEAL.

SEAL.

STATE OF OKLAHOMA, County of Tulsa, SS:

Before me, -----, a Notary Public in and for said County and State, on this 9th day of May, 19 23, personally appeared E.A.Wofford ( husband of Bertha Wofford)

and

to me known to be the identical person s 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 July 8, 1923. (SEA L) O.P. Hyde Notary Public.

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

at 8 o'clock A. M. Book 439, Page 579

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