

231169 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 ies of the first part, ha ve
 mortgaged and hereby mortgage to Mager-Swan Mortgage Co. a corporation
 of part 3 of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

The Easterly One Hundred (100) feet of the Northerly
 Fifty (50) feet of Lot One (1) in Block One Hundred
 Fifty Eight (158) in the original Townsite of Tulsa
 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 Hundred Seventy Five and No/100

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable semi annually from May 4th, 1923

according to the terms of Two certain promissory note 8 described as follows, to-wit:

One note date May 1st 1923 for \$187.50 due November 1st 1923, at 8% Int.
 from date. One note dated May 4th 1923, due May 1st, 1924 at 8% Int. from date.

evidence of the within indebtedness.

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.

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..... 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 Fifty and No/100 DOLLARS,
 which this mortgage also secures.

Part ies 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 4th 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 7th
 day of May, 19 23, personally appeared.....

Ray H. Welden and Freda B. Welden his wife

me..... they
 to me known to be the identical person..... who executed the within and foregoing instrument and acknowledged to me that..... 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 Nov. 9, 1926. (Seal) S. R. Gammon, Notary Public.

I hereby certify that this instrument was filed for record in my office on 21 day of May, A. D., 19 23
 at 4:00 o'clock P.M. Book 439, Page 594

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