

MORTGAGE RECORD NO. 439

251798 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That F. S. Houck and Nellie D. Houck, husband and wife

a of Tulsa, Tulsa County, Oklahoma, part ^{ies} the first part, ha ^{VO}
 mortgaged and hereby mortgage^s to The Title Guarantee & Trust Company
 of part ^V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Twenty One (21) in Block Three (3) Ridgedale
 Terrace Second Addition to the city of Tulsa, Oklahoma,
 according to the recorded plat thereof.

I hereby certify that I received \$ 88 and more
 Receipt No. 9764 therefor in payment of mortgage
 tax on the within mortgage

Dated this 28 day of May 1923

WAYNE L. DECKY, County Treasurer

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same
 Deputy

This mortgage is given to secure the principal sum of

Eleven Hundred Fifty and No/100

DOLLARS.

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

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

Dated February 15th, 1923, for the sum of Eleven Hundred Fifty & No/100
 Dollars (\$1150.00), payable in installments of Twenty & No/100 Dollars
 (\$20.00) per month; said installments to be paid on or before the 15th day of each
 and every month hereinafter beginning the 15th day of March 1923. Deferred payments
 to bear interest at the rate of 8 per cent per annum from date until paid; interest
 payable semi annually. If any of said installments become due and payable at the
 option of the holder.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ^{ies} hereby
 covenant ^S and agree ^S 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 ^V 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, they will pay a
 reasonable attorney's fee of One Hundred Fifteen 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 15th day of February, 1923

F. S. Houck

SEAL

Nellie D. Houck

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 February, 1923, personally appeared

Nellie D. Houck and F. S. Houck, her husband

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 October 4th, 1924. (Seal) B. M. Grotkop, Notary Public.

I hereby certify that this instrument was filed for record in my office on 28 day of May A. D., 1923
 at 4:30 o'clock P. M. Book 439, Page 632

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