

## MORTGAGE RECORD NO. 439

224568 G.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That H. C. Blanchard

a \_\_\_\_\_ of \_\_\_\_\_ Tulsa, Tulsa \_\_\_\_\_ County, Oklahoma, part \_\_\_\_\_ of the first part, has  
 mortgaged and hereby mortgage<sup>s</sup> to \_\_\_\_\_ F. S. English  
 of \_\_\_\_\_ part <sup>y</sup> of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

The West thirteen (13) feet of lot thirteen (13) and the east  
 twenty seven (27) feet of lot fourteen (14) in Block Six (6)  
 Highland Second Addition according to the recorded plat thereof.  
 Subject to a first mortgage of \$2500. of which \$150.00 has been  
 paid second. of \$528.00 of which \$132.00 has been paid and  
 a third of \$929.30

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same. *agf*

This mortgage is given to secure the principal sum of \_\_\_\_\_

Seven Hundred twenty four and 70/100

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable \_\_\_\_\_ annually from January 30, 1923.

according to the terms of two certain promissory note<sup>s</sup> described as follows, to-wit:

One note for two hundred fifty dollars \$250.00 and one note for four hundred  
 seventy four and 70/100 (\$474.70) to be paid in three years from date being  
 January 30, 1926.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part <sup>y</sup> hereby  
 covenant <sup>s</sup> and agree <sup>s</sup> 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 <sup>y</sup> 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 \$10.00 \_\_\_\_\_ DOLLARS,  
 which this mortgage also secures.

Part <sup>y</sup> of the first part, for said consideration, do <sup>es</sup> 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 March, 1923.

H. C. Blanchard \_\_\_\_\_ SEAL

Donna V. Blanchard \_\_\_\_\_ SEAL

STATE OF OKLAHOMA, County of \_\_\_\_\_, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 12th  
 day of March, 1923, personally appeared \_\_\_\_\_

H. C. Blanchard

and \_\_\_\_\_ Donna V. Blanchard

to me known to be the identical person<sup>s</sup> 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 Mar. 24, 1925. (Seal) Kathryn Sontag, Notary Public.

I hereby certify that this instrument was filed for record in my office on 15 day of March, A. D., 1923  
 at 3:00 o'clock P. M. Book 439, Page 86

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