

Overba, Bros. Binders

\$233424 NS

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Nellie D. Houck and F.S. Houck, her husband.  
 a Tulsa, Tulsa County, Oklahoma, parties of the first part, have  
 mortgaged and hereby mortgage to The Title Guarantee & Trust Company,  
 of Tulsa party of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot Nine (9) in Block One (1) Ridgedale Terrace Second  
 Addition to the City 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 One Thousand Twenty 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 One Thousand Twenty  
 & No/100 Dollars (\$1020.00), 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 herein-  
 after 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 delinquent for 60 days the entire unpaid  
 balance shall at once become due and payable at the option of  
 the holder.

TREASURER'S RECEIPT  
 I hereby certify that I received \$800 and issued  
 Receipt No. 10116 therefor in payment of mortgage  
 tax on the within mortgage  
 dated this 16 day of June 1923  
 WAYNE L. MURPHY, County Treasurer  
A. J. Deputy

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party 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 upon 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 mort-  
 gage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said prin-  
 cipal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and the second party shall be entitled to the immediate pos-  
 session of the premises and all the 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 One Hundred Two and No/100 DOLLARS  
 which this mortgage also secures.

Parties 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.

Nellie D. Houck SEAL

F.S. Houck SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, February 23, 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 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. H. Grotkop Notary Public

I hereby certify that this instrument was filed for record in my office on 16 day of June, A. D., 1923.  
 at 11:10 o'clock A. M. Book 439, Page 129

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