

COMPARED

## MORTGAGE RECORD NO. 456

Overbay Bros. Binders

#232035 NS

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Chester W. Willman and Myrtle M. Willman, his  
wife, of Tulsa, County, Oklahoma, parties of the first part, have  
 mortgaged and hereby mortgage to Annie Coe Kerr,  
 of part of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

North Forty-eight feet (48) of the South Ninety-six  
 (96) of the West One Hundred Seven (107) feet of Lot  
 Nine (9), in Block Twenty-six (26) of the Park Place  
 Addition to the City of Tulsa, Oklahoma.

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 Two Thousand 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:

One note for \$2000.00, dated May 26th, 1923, payable  
 in three years to Annie Coe Kerr, with interest at  
 8 per cent from date.

TREASURER OF OKLAHOMA  
 I hereby certify that I received \$1,200 and issued  
 Receipt No. 9819 therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 1 day of 6, 1923

WAYNE L. LICKY, County Treasurer

C. B. B.  
 Deputy

evidence of the within indebtedness.

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 upon 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 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 Twenty-five and no/100 ----- DOLLARS  
 which this mortgage also secures, and 10 per cent additional on amount of principal and interest then  
due as attorney's fees.

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 26th day of May, 1923.

Chester W. Willman SEAL

Myrtle M. Willman SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State on this 26th  
 day of May, 1923 personally appeared Chester W. Willman and Myrtle M. Willman,  
his wife,

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 May 11th, 1926. (SEAL) Marie B. Kniedl Notary Public

I hereby certify that this instrument was filed for record in my office on 31 day of May, A. D., 1923  
 at 3:45 o'clock P. M. Book 439, Page 22

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