

235037 DLE

Overlaid lines, Binders

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That ~~Ralph Waldeck and Mary M. Waldeck his wife~~ of ~~Tulsa~~ County, Oklahoma, part ~~ies~~ of the first part, have mortgaged and hereby mortgage to ~~Harry W. Weber~~ of ~~Dawson, Okla.~~ party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The Westerly 46-2/3 Feet of Lots Number One (1) and Two (2) in Block Twenty Two (22) Irving Place Addition to the City of Tulsa, Oklahoma according to the recorded plat and survey 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 ~~\$1563.68~~ ~~Fifteen Hundred Sixty Three~~ ~~&~~ ~~68/100~~ DOLLARS, with interest thereon at the rate of ~~eight~~ cent, per annum, payable ~~annually~~ from ~~Date~~ according to the terms of ~~One~~ certain promissory note described as follows, to-wit:

One Note Dated July 5th, 1923, for \$1563.68 and due August 5th, 1923. with interest at the rate of eight per cent per annum.

TREASURER'S ENDORSEMENT
I hereby certify that I received \$ 324 and issued Receipt for ~~W. W. Stuckey~~ on the 7th day of July 1923.
W. W. Stuckey
P.S.B.

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 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 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 the second party shall be entitled to the immediate possession of the premises and all the 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 ~~Ten Per cent.~~ 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 ~~5th~~ day of ~~July~~, 19 ~~23~~.

~~Ralph Waldeck~~ SEAL

~~Mary M. Waldeck~~ SEAL

STATE OF OKLAHOMA, County of ~~Tulsa~~, ss:

Before me, _____, a Notary Public in and for said County and State on this ~~5th~~ day of ~~July~~, 19 ~~23~~ personally appeared ~~Ralph Waldeck and Mary M. Waldeck~~ his wife

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 ~~June 18th, 1925~~ (seal) ~~Russ L. Grant~~ Notary Public

I hereby certify that this instrument was filed for record in my office on ~~5th~~ day of ~~July~~, A. D., 19 ~~23~~ at ~~3.30~~ o'clock ~~P.~~ M. Book 439, Page ~~245~~
By ~~Brady Brown~~ Deputy. (SEAL) ~~O. G. Weaver~~ County Clerk