

255-19 DLE

Tulsa, Okla., Binder

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. A. Frates, Jr. and wife Helen Dorothy Frates of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Albert A. Thayer, of Tulsa County, Oklahoma, parties of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

All of lot four (4) block four (4)
Maple Park Addition to the City of
Tulsa, Tulsa County, Oklahoma
According to the recorded plat thereof.

THIS MORTGAGE WAS RECORDED
In the Office of the County Clerk
Tulsa County, Oklahoma
Book No. 10523, Page No. 276
on the 7th day of July, 1923
Attest W. D. Stuckey, County Treasurer
O. G. Weaver

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 Forty-seven Hundred and No/100 (\$4700.00) DOLLARS, with interest thereon at the rate of 8 per cent, per annum, payable Monthly from date according to the terms of one certain promissory note described as follows, to-wit:

One note of \$4700.00 with interest at the rate of 8% per-annum payable monthly, as follows; \$100.00 on or before the 1st day of August, 1923 which shall be applied first on the interest then on the unpaid principal sum; \$100.00 on or before the 1st day of each ensuing month to be applied in the same way until said entire sum and interest shall be fully paid; Payable at the Liberty National Bank, Tulsa, Oklahoma unless otherwise directed in writing. The cancelled checks will serve as indorsement for each monthly payment of this note and mortgage.

Parties of First Part agree to carry insurance in the sum of \$7,000.00 payable to mortgagee as his interest may appear.

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, 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 parties 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 \$250.00 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 1st day of July, 1923.

J. A. Frates Jr. SEAL
Helen Dorothy Frates SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State on this 1st day of July, 1923 personally appeared J. A. Frates, Jr. and wife Helen Dorothy Frates

and _____ to me known to be the identical persons 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 April 11, 1927 (SEAL) Hazel Newman Notary Public

I hereby certify that this instrument was filed for record in my office on 7th day of July, A. D., 1923 at 11.30 o'clock A. M. Book 456 Page 262 (SEAL)
By Brady Brown Deputy. O. G. Weaver County Clerk