

Overbay Bros. Planners

#235476 NS

## REAL ESTATE MORTGAGE

## COMPARED

KNOW ALL MEN BY THESE PRESENTS, That Mae Haworth, a single woman,  
 of Tulsa, County, Oklahoma, part Y of the first part, has  
 mortgaged and hereby mortgage to Dr. Daniel W. White and Dr. Peter Cope White,  
 of parties of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

**Lots Eighteen (18) and Nineteen (19) in Block Twelve  
 (12) in the town of Turley, Tulsa County, 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 Nine Hundred 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 promissory note in the sum of \$900.00, dated July 7th,  
 1923, due six months after date, bearing interest at the  
 rate of eight per cent per annum, payable semi-annually,  
 signed by the said Mae Haworth (a single woman) in favor  
 of the said Dr. Daniel W. White and Dr. Peter Cope White.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$1100.00 and issued  
 Receipt No. 10574 therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 11 day of July, 1923

*W.W. Stucky*

*P.L.B.*

County Treasurer  
 Deputy

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part Y hereby  
 covenant S and agree S 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 Y shall be entitled to the immediate pos-  
 session of the premises and all the rents and profits thereof.

Said part Y of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, --- will pay a  
 reasonable attorney's fee of \$100.00 and 10% of the amount remaining unpaid 666/111  
 which this mortgage also secures.

Part Y of the first part, for said consideration, do es hereby expressly waive appraisalment of said real estate and all benefit of  
 the homestead, exemption and stay laws in Oklahoma.

Dated this 7th day of July, 1923

Mae Haworth,

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ---, a Notary Public in and for said County and State on this 7th  
 day of July, 1923 personally appeared Mae Haworth, a single woman,

XXX  
 to me known to be the identical person --- who executed the within and foregoing instrument and acknowledged to me that she executed  
 the same as her 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 January 16, 1927. (SEAL) Baulah McAllister, Notary Public

I hereby certify that this instrument was filed for record in my office on 11 day of July A. D. 1923  
 at 2 o'clock P. M. Book 439, Page 261

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