

#235526 NS COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That A. M. And Anna B. Welch, his wife,
 of Tulsa, County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to Virginia Childs Johnson,
 of part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Four (4) in Block Two (2) Oakdale
 Suburb Addition to the City of Tulsa,
 Oklahoma, according to the official plat
 thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 1.00 and issued
 Receipt No. 11662 thereon in payment of mortgage
 tax on the within mortgage.

Dated this 12 day of July, 1923

W. W. Stucky, County Treasurer

P. S. B.
 Deputy

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 Promissory note in the sum of \$2,000.00 dated July
 14th, 1923, due three years after date to Virginia Childs
 Johnson of Tulsa, Oklahoma, with interest at eight per
 cent, payable semi-annually at Tulsa, Oklahoma, and having
 the following notation thereon;

Should any interest or principal not be paid when due, it
 shall bear interest at the rate of 10 per cent, per annum
 until paid. If this is not paid when due and collected
 by an attorney or by suit, principals, sureties and en-
 dorsers agree to pay an attorney's fee for the collection of
 same the sum of Ten Dollars and ten per cent of amount re-
 maining unpaid.

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 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 part 1st 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 Ten Dollars and 10 per cent of amount remaining unpaid. ~~XXXXXX~~
 which this mortgage also secures.

Part 1st 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 14th day of July, 19 23.

A. M. Welch, SEAL

Anna B. Welch, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, July, a Notary Public in and for said County and State on this
 day of July, 1923, personally appeared A. M. Welch, and Anna B. Welch,

to me known to be the identical person 2 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 Dec. 11, 1923. (SEAL) Forrest C. Welch, Notary Public

I hereby certify that this instrument was filed for record in my office on 12 day of July, A. D., 1923
 at 9 o'clock A. M. Book 439, Page 285
 By Brady Brown Deputy. O. G. Weaver, County Clerk
 (SEAL)