

#235604 NS COMPARED

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Harriet B. Welch of Kern County, California, County, Oklahoma, part Y of the first part, has mortgaged and hereby mortgage to Dora J. Stoffer, of Tulsa County, State of Oklahoma, to-wit: part 2 of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The South Fifty (50) feet of Lot Four (4) of Block Three (3) of Locust Grove Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof.

Subject to a first mortgage of \$2500.00 and a second mortgage in favor of D.B. Catterlin

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$5.00 and issued Receipt No. 10426 therefor in payment of mortgage tax on the within mortgage.

Dated this 14 day of 7, 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 Fourteen Hundred and eight and 92/100 DOLLARS, with interest thereon at the rate of 8 per cent, per annum, payable annually from date according to the terms of one certain promissory note described as follows, to-wit:

One note dated April 25th, 1923, for \$1408.92 payable to the order of Dora J. Stoffer, due at the rate of \$50.00 per month beginning July 1st, 1923.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part Y 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 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 part Y shall be entitled to the immediate possession 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 Ten Dollars and ten per cent 11/16/11/11 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 25th day of April, 1923.

Harriet B. Welch SEAL

SEAL

STATE OF California County of Kern, ss:

Before me, Harriet B. Welch, a Notary Public in and for said County and State on this 25th day of April, 1923, personally appeared Harriet B. Welch,

and her 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 hand and official seal the day and year last above written.

My commission expires Jan. 6, 1925 (SEAL) N.P. Cornack Notary Public

I hereby certify that this instrument was filed for record in my office on 13 day of July, A. D., 1923 at 2 o'clock A. M. Book 439, Page 287

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