

#236064 NS

COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Charles Taylor and Pearl Taylor, his wife,
 of Tulsa, County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to D. H. Boultt
 of part Y. of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lots Three (3), Four (4), Seventeen (17) and all of
 Lot Eighteen (18) except the East Fifty (50) feet
 thereof in Block Eight (8) of Acre Gardens Addition to
 the City of Tulsa, Tulsa County, Oklahoma, according to the
 recorded plat thereof.

TREASURER'S ENFORCEMENT

I hereby certify that I received \$ 22 and issued
 Receipt No. 20488 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 18 day of July 1923
W W Stucky, County Treasurer
R. J. 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 One Thousand and no/100 (\$1000.00) DOLLARS,
 with interest thereon at the rate of eight per cent, per annum, payable semi annually from date
 according to the terms of one certain promissory note XXXXXX

Of even date herewith, due one year after date,
 providing for \$100.00 attorney fees, made by first
 parties and payable to the order of second party.

*** to keep, said premises free and clear of foreclosure suits, and

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties hereby
 covenant and agree *** 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.

and as often as it becomes necessary to establish the same in court,
 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 \$150.00 in addition to the fee in the note, 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 18th day of July, 1923

Charles Taylor SEAL

Mrs. Pearl Taylor SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ***, a Notary Public in and for said County and State on this 18th
 day of July, 1923, personally appeared Charles Taylor and Pearl Taylor,
his wife,

XXXX
 to me known to be the identical person g. 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 24, 1926. (SEAL) Fay L. Hollis, Notary Public

I hereby certify that this instrument was filed for record in my office on 18th day of July A. D., 1923
 at 4:05 o'clock P. M. Book 439, Page 319
 By Brady Brown Deputy. O. G. Weaver, County Clerk
 (SEAL)