

COMPARED

Overbay Bros., Binders

236286 DLE.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. W. Henderson and Blanche M. Henderson, his wife of Tulsa, Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to The Liberty National Bank of Tulsa, Okla. of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lots Six (6) and Seven (7) in Block Six (6)

Bren Rose Addition to the City of Tulsa, Tulsa

County, Oklahoma, according to the official 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 TWENTY-ONE HUNDRED FIFTY & NO/100 (\$2150.00) 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 in the principal sum of \$2150.00, dated July 14th 1923, due four months after date, bearing interest at the rate of eight per cent from date, signed by J. W. Henderson and Blanche M/ Henderson, his wife.

TREASURER'S ENLORSEMENT  
I hereby certify that I received \$ 42 and issued Receipt No. 10743 therefor in payment of mortgage tax on the within mortgage.  
Dated this 31 day of July, 1923  
W. W. Shucky County Treasurer  
P. S. B. Deputy

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party 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. And it is further covenanted and agreed 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, they will pay a reasonable attorney's fee of ten per cent of the principal sum of said note 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, 1923.

J. W. Henderson SEAL

Blanche M. Henderson SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, J. W. Henderson and Blanche M. Henderson, his wife, a Notary Public in and for said County and State on this 14th day of July, 1923, personally appeared J. W. Henderson and Blanche M. Henderson, his wife, 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 6, 1927 (SEAL) Bertha Taylor Notary Public

I hereby certify that this instrument was filed for record in my office on 2-1st day of July, A. D., 1923 at 11:35 o'clock A. M. Book 456 Page 334  
By Brady Brown Deputy (SEAL) O. G. Weaver County Clerk