

COMPARED

Overlaid Here. Publicity

#236543 NS

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Max Fell and Yetta Fell, his wife  
 of Tulsa, Tulsa County, Oklahoma, part 1st the first part, his ve  
 mortgaged and hereby mortgage to Mrs. Nannie T. Dayton,  
 of part V of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot Number Eighteen (18) in Block Number One (1)  
 in Beauchamp Addition to the City of Tulsa, Tulsa  
 County, Oklahoma, according to the recorded plat  
 thereof.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$1,100 and issued  
 Receipt No. 2816 therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 26 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 Three Thousand (\$3,000.00) 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 described as follows, to-wit:

\$3000.00

Tulsa, Oklahoma,  
 July 17, 1923.

On or before Forty Two Months, we promise to pay to the  
 Order of Mrs. Nannie T. Dayton, the sum of Three Thousand  
 (\$3000.00) Dollars, with interest at the rate of 8% per  
 annum, payable semi-annually from date, according to the  
 terms of one note of even date herewith.

Signed Max Fell,  
Yetta Fell.

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 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 \$10.00 and 10% of amount due. 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 17th day of July, 1923.

Max Fell SEAL  
Yetta Fell SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State on this 25th  
 day of July, 1923, personally appeared Max Fell and Yetta Fell, his wife,

and  
 to me known to be the identical person 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 January 31, 1927. (SEAL) Max Halff Notary Public

I hereby certify that this instrument was filed for record in my office on 25 day of July, A. D., 1923  
 at 11 o'clock A. M. Book 439, Page 363

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