

COMPARED

## MORTGAGE RECORD NO. 456

Overbury, Ross, Binders

#236792 NS

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That O. F. Martin and Emma C. Martin,  
 a Tulsa, of Tulsa, County, Oklahoma, parties of the first part, have  
 mortgaged and hereby mortgage to Carrie L. Ford  
 of part Y of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot Thirteen (13), Block Two (2) Lorraine  
 Addition to Tulsa, Tulsa County, Oklahoma,  
 according to the recorded 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 Fifteen Hundred DOLLARS,  
 with interest thereon at the rate of 8 per cent, per annum, payable monthly from date  
 according to the terms of one certain promissory note described as follows, to-wit:

One note for \$1500.00 dated July 25th, 1923, and  
 payable at \$30.00 per month, and interest on  
 deferred payments.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$1,200 and issued  
 Receipt No. 10866 therefor in payment of mortgage  
 tax on the within instrument.

Dated this 29 day of 7 1923

W. Stucky P.S.B.  
 County Treasurer

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 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 part Y shall be entitled to the immediate pos-  
 session of the premises and all the rents and profits thereof.

Said part Y of the first part hereby agree and, that in the event action is brought to foreclose this mortgage, and will pay a  
 reasonable attorney's fee of One Hundred Fifty DOLLARS  
 which this mortgage also secures.

Party Y of the first part, for said consideration, do and 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 July, 1923.

O. F. Martin SEAL

Emma C. Martin, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, July 1923, a Notary Public in and for said County and State on this 25th  
 day of July, 1923, personally appeared O. F. Martin and Emma C. Martin,

to me known to be the identical person and 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 hand and official seal the day and year last above written. Y. M. Gorder, Notary Public  
 My commission expires March 13, 1926. (SEAL)

I hereby certify that this instrument was filed for record in my office on 28 day of July, A. D., 1923  
 at 8:30 o'clock A. M. Book 439, Page 378  
 By Brady Brown Deputy. O. G. Weaver, County Clerk  
 (SEAL)