

COMPARED

Overbay Bros., Binders

238058 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Ella L. Fuson & Ira E. Fuson  
 of Tulsa County, Oklahoma, part 1st of the first part, ha<sup>ve</sup>  
 mortgaged and hereby mortgage to C. C. Walters  
 of Tulsa County, Oklahoma, part 1st of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot (6) Six Block (4) Four, Highland Second  
 Addition to the city of Tulsa, Tulsa County,  
 Okla.

(As Second Mortgage)

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$1,000.00 and issued  
 Receipt No. 10725 therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 2 day of Aug 1923  
W. W. Stuckey 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  
(\$1000.) One Thousand and No/100 DOLLARS,  
 with interest thereon at the rate of 7 1/2 per cent, per annum, payable annually from date  
 according to the terms of One certain promissory note described as follows, to-wit:

One promissory note payable to C. C. Walters at the Planters  
 & Merchants Bank Tulsa Okla. for the sum of (\$1000.00) One  
 thousand Dollars, Signed by Ella L. Fuson and Ira E. Fuson,  
 dated July 28th, 1923.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part<sup>ies</sup> 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 part<sup>ies</sup> shall be entitled to the immediate pos-  
 session of the premises and all the rents and profits thereof.

Said part<sup>ies</sup> 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 (\$25.00) Twenty Five DOLLARS  
 which this mortgage also secures.

Part<sup>ies</sup> of the first part, for said consideration, do<sup>es</sup> hereby expressly waive appraisalment of said real estate and all benefit of  
 the homestead, exemption and stay laws in Oklahoma.

Dated this 28th day of July 1923

Ella L. Fuson

Ira E. Fuson

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Max Halff, a Notary Public in and for said County and State on this First  
 day of August 1923, personally appeared

Ella L. Fuson

and Ira E. Fuson, her husband

to me known to be the identical person<sup>s</sup> 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 1 day of August A. D., 1923

at 10:40 o'clock A. M. Book 439, Page 392

By Brady Brown, Deputy.

(Seal)

O. G. Weaver,

County Clerk