

COMPARED

MORTGAGE RECORD NO. 456

5

Overbay Bros. Binders

231850 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That M. W. Turner and Dorothy Turner, his wife, and Fay C. Walters and Helen I. Walters, his wife, of Tulsa County, Oklahoma, part 198 of the first part, have mortgaged and hereby mortgage to Lucile Gilmore of part X of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

All of Lot Numbered Twenty-two (22) in Block Numbered One (1) in Lake View 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 Forty-two Hundred (\$4200.00) DOLLARS, with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from May 26, 1923 according to the terms of One certain promissory note described as follows, to-wit:

Forty-two Hundred Dollars (\$4200.00), due on or before three years from date.

RECEIVED BY COUNTY CLERK
I hereby certify that I received \$4200.00 and issued Receipt No. 9797 in payment of mortgage on the 31st day of May 1923.
WALTER L. BROWN, County Treasurer
A. L. B. Deputy

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ^{ies} 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 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 part shall be entitled to the immediate possession of the premises and all the rents and profits thereof.

Said part ^{ies} of the first part hereby agree, that in the event action is brought to foreclose this mortgage, we will pay a reasonable attorney's fee of Twenty-five Dollars and ten per cent. of amount remaining DOLLARS which this mortgage also secures. Unpaid.

Part ^{ies} 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 26th day of May, 19 23.

M. W. Turner Dorothy Turner SEAL
Fay C. Walters Helen I. Walters SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Notary Public in and for said County and State on this Twenty-sixth day of May, 19 23, personally appeared M. W. Turner and Dorothy Turner, his wife and Fay C. Walters and Helen I. Walters, 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 June 9, 1923. (Seal) C. H. Terwilliger, Notary Public

I hereby certify that this instrument was filed for record in my office on 29 day of May, A. D., 19 23 at 2:30 o'clock P. M. Book 439, Page 5
By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk