

COMPARED

## MORTGAGE RECORD NO. 456

Overly Bros., Binders

238653 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Estella C. Edmister and Stanley C. Edmister, her husband of Tulsa County, Oklahoma, part 23 of the first part, have mortgaged and hereby mortgage to Dr. Daniel W. White and Dr. Peter Cope White of Tulsa County, Oklahoma, part 10 of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Nine (9) in Block Three (3) in Grandview Place Addition  
to the city of Tulsa, according to the recorded plat thereof;

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 30 and issued  
Receipt No. 11139 thereon in payment of mortgage  
tax on the within mortgage.

Dated this 24 day of Aug, 1923

W. W. Stuckey, County Treasurer

W. W. Stuckey

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 Fifteen Hundred & No/100 DOLLARS,  
with interest thereon at the rate of 8 per cent, per annum, payable semi annually from date  
according to the terms of six certain promissory notes as described as follows, to-wit:

One note dated Aug. 9, 1923, for \$250.00, due six months after date, bearing interest at rate of 8% per annum from date, payable semi-annually, made in favor of Dr. Daniel W. White; one note dated Aug. 9, 1923, for \$250.00, due six months after date bearing interest at rate of 8% per annum from date, payable semi-annually, made in favor of Dr. Peter Cope White; One note dated Aug. 9, 1923, for \$250.00 due one year after date, bearing interest at rate of 8% per annum from date, payable semi-annually made in favor of Dr. Peter Cope White; one note dated Aug. 9, 1923, for \$250.00, due one year after date, bearing interest at rate of 8% per annum payable semi-annually, made in favor of Dr. Daniel W. White; one note dated Aug. 9, 1923, for \$250.00, due eighteen months after date, bearing interest at rate of 8% per annum, payable semi-annually, made in favor of Dr. Daniel W. White; one note dated Aug. 9, 1923 for \$250.00, due two eighteen months after date, bearing interest at rate of 8% per annum, payable semi-annually, made in favor of Dr. Peter Cope White.

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

Said part 10 of the first part hereby agree that in the event action is brought to foreclose this mortgage, will pay a  
reasonable attorney's fee of \$25 provided in said notes, DOLLARS,  
which this mortgage also secures.

Part 10 of the first part, for said consideration, do hereby expressly waive appraisement of said real estate and all benefit of  
the homestead, exemption and stay laws in Oklahoma.

Dated this 10 day of Aug., 19 23

Estella C. Edmister

SEAL

Stanley C. Edmister

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State on this 10th  
day of August, 19 23 personally appeared Estella C. Edmister and Stanley C. Edmister, her husband,

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 Jan'y. 16, 1927. (Seal) Berulah McAllister, Notary Public

I hereby certify that this instrument was filed for record in my office on 24 day of August, A. D., 19 23  
at 1:00 o'clock P. M. Book 439, Page 502  
By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk