

COMPARED

MORTGAGE RECORD NO. 456

#239008 NS

Overbay Bros., Binders

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That D. L. Wheat and Cora E. Wheat, his wife,  
 a Tulsa County, Oklahoma, parties of the first part, have  
 mortgaged and hereby mortgage to Margaret R. Deok  
 of part of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

West Thirty Six and 66/100 (36.66) feet of Lot Two (2),  
 Block Two (2), Wakefield Addition to the City of Tulsa,  
 Oklahoma.

TULSA COUNTY ENDORSEMENT  
 I hereby certify that I received \$1.10 and issued  
 Receipt No. 11340 in payment of mortgage  
 tax on the above mortgage.

Dated the 30 day of Aug, 1923  
 W. W. Young, Treasurer  
B. Guinn  
 Deputy

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same. Except mortgage to  
Aetna Building and Loan Association for \$2500.00 dated August 16th, 1923.  
 This mortgage is given to secure the principal sum of Eleven Hundred Forty-four and no/100 DOLLARS,  
 with interest thereon at the rate of 8 per cent, per annum, payable semi-annually from August 27th, 1923,  
 according to the terms of one certain promissory note described as follows, to-wit:

Amount \$1144.00 for five years dated August 27th, 1923.

evidence of the within indebtedness.

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.

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 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 Ten and no/100 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 27th day of August, 1923.

D. L. Wheat SEAL  
Cora E. Wheat SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:  
 Before me, \_\_\_\_\_, a Notary Public in and for said County and State on this 27th  
 day of August, 1923, personally appeared D. L. Wheat and Cora E. Wheat, his wife,

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 July 21st, 1927. (SEAL) Lydia M. Bickford Notary Public

I hereby certify that this instrument was filed for record in my office on 29 day of Aug. A. D. 1923  
 at 10:50 o'clock A. M. Book 439, Page 522  
 By Brady Brown Deputy. (SEAL) O.G. Weaver County Clerk