

COMPARED

## MORTGAGE RECORD NO. 456

Overbay Bros., Binders

232450 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That S. H. Roberts and Audie Roberts, his wife  
 of Tulsa County, Oklahoma, part 1st of the first part, have  
 mortgaged and hereby mortgage to Walters, Walters & McBride  
 of part 1st of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Seven (7) in Block One (1) in Bell Addition to  
 the city of Tulsa, Oklahoma, according to the recorded  
 plat thereof.

TREASURER'S ENDORSEMENT  
 I hereby certify that I received \$ 4.04 and issued  
 Receipt No. 1906 therefor in payment of mortgage  
 tax on the within mortgage.  
 Dated this 6 day of June, 1923  
WAYNE L. DICKEY, County Treasurer  
W. L. D.  
 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  
Thirteen Hundred Fifty and No/100 (\$1350.00) DOLLARS,  
 with interest thereon at the rate of 8% per cent, per annum, payable monthly on all from June 1st, 1923  
 according to the terms of One certain promissory note described as follows, to-wit:

One note in the principle sum of \$1350.00 dated June 1st, 1923, payable  
 in monthly installments of \$25.00 each, and interest monthly on the full  
 unpaid balance. The first installment due July 1st, 1923 and one installment  
 due on the first day of each month thereafter until all are paid.

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 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 part ies of the first part hereby agreed, that in the event action is brought to foreclose this mortgage, they will pay a  
 reasonable attorney's fee of 10% of amount recovered DOLLARS  
 which this mortgage also secures.

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 1st day of June, 1923

S. H. Roberts

SEAL

Audie Roberts

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, June 23, 1923, a Notary Public in and for said County and State on this 5th  
 day of June, personally appeared

S. H. Roberts and Audie Roberts

and 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. 3, 1926. (Seal)

D. A. Mullen,

Notary Public

I hereby certify that this instrument was filed for record in my office on 5 day of June, A. D., 1923  
 at 11:10 o'clock A. M. Book 439, Page 54

By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk