

Overbay Bros. Binders

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Frank A. Herald and his wife Emma S. Herald  
 a Tulsa County, Oklahoma, part 108 of the first part, here  
 mortgaged and hereby mortgage to LIDA C. WELSH  
 of part Y of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

All of Lots Five (5) and Six (6) of Block  
 Five (5) Morningside Addition to the City  
 of Tulsa, Tulsa County, Oklahoma, according  
 to the Amended Plat of the Amended Plat.

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 Six Thousand and No/100 (\$6000.00) - - - - -  
 DOLLARS,  
 with interest thereon at the rate of eight per cent, per annum, payable semi- annually from date  
 according to the terms of one certain promissory note described as follows, to-wit:

One note of even date in the amount of \$6000.00, due on or before  
 3 years from date with interest at the rate of 8% per annum,  
 interest payable semi-annually.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 108 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 party shall be entitled to the immediate pos-  
 session of the premises and all the rents and profits thereof.

Said part 108 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 10% of unpaid principal hereof and Ten - - - - - DOLLARS  
 which this mortgage also secures.

Part 108 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 31st day of August, 1923

Frank A. Herald SEAL

Emma S. Herald SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Notary Public in and for said County and State on this 31st  
 day of August, 1923 personally appeared Frank A. Herald and Emma S. Herald  
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 Aug. 31, 1924 (SEAL) C.E. Hart Notary Public

I hereby certify that this instrument was filed for record in my office on 10 day of Sept. A. D., 1923  
 at 4:20 o'clock P.M., Book 439, Page 580  
 By Brady Brown Deputy (SEAL) O.G. Weaver County Clerk