

Overbury Bros. Binders

COMPARED

REAL ESTATE MORTGAGE

CONFARRED

KNOW ALL MEN BY THESE PRESENTS, That Frank A. Herald and his wife, Emma S. Herald  
a Tulsa County, Oklahoma, part 1 of the first part, have  
mortgaged and hereby mortgage to Lida C. Welsh  
of part 1 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) of 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 Five Thousand and No/100 (\$5000.00)  
with interest thereon at the rate of Eight per cent, per annum, payable Semi- annually from Date  
according to the terms of Two certain promissory notes described as follows, to-wit:

One note of even date in the amount of \$2500.00 due on or  
before one year from date hereof.

One note of even date in the amount of \$2500.00 due on or  
before two years from date hereof.

the above notes bear interest at the rate of 8% per annum,  
interest computed and payable semi-annually.

11475  
Sept 3  
A. James

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, 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 1 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 10% of unpaid principal hereof and Ten DOLLARS  
which this mortgage also secures.

Part 1 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, Frank A. Herald and Emma S. Herald  
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. 21, 1924 (SEAL) C. E. Hart Notary Public

I hereby certify that this instrument was filed for record in my office on 30 day of Sept. A. D., 1923  
at 4:20 o'clock P. M. Book 489, Page 581  
By Brady Brown Deputy. (SEAL) O. G. Weaver County Clerk