

COMPARED

MORTGAGE RECORD NO. 456

Overbay Bros. Binders

231860 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That John Baker and Mary Agnes Baker, his wife
a Tulsa, Tulsa County, Oklahoma, parties of the first part, have
mortgaged and hereby mortgage to A. R. Schen
of Tulsa County, State of Oklahoma, to-wit: part V of the second part, the following described real estate and premises situated in

Lot Thirteen (13) in Block Nine (9) in Cherokee Heights Addition to the city of Tulsa, County of Tulsa, State of Oklahoma, according to the recorded plat thereof.

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 ----- DOLLARS,
with interest thereon at the rate of ----- per cent, per annum, payable ----- annually from
according to the terms of 36 ----- certain promissory note \$----- described as follows, to-wit:

Payable monthly, the first being for \$62.01 and reducing 33¢ to the 34th note, which is for \$50.34 *each and every third month reducing 34¢*

This mortgage is subject to a previous mortgage for \$2000.00 this day given in favor of Nicholas J. Gubser.

I hereby certify that received \$ 608 and issued
Receipt No. 9772 thereon in payment of mortgage
tax on the within mortgage.
Dated this 29 day of May 1923
WYNELL BROWN, County Treasurer
V.S.
Deputy

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ^{do} 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 mortgage or any interest installments 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 part, shall be entitled to the immediate possession of the premises and all the rents and profits thereof.

Said part ies 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 Two hundred ----- DOLLARS which this mortgage also secures.

Part ies 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 28th day of May, 1923

John Baker

Mary Anne Baker

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State on this _____
day of _____, 1923, personally appeared _____

day of _____, 19____, personally appeared _____
John Baker and Mary Agnes Baker, his wife,
 and _____
 to me known to be the identical person^s 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 Nov. 21, 1923. (Seal) A. H. Kendel Jr., Notary Public

I hereby certify that this instrument was filed for record in my office on 29 day of May A. D., 19 23
at 3:20 o'clock P.M., Book 489, Page 8
By Brady Brown Deputy. (Seal) O. G. Weaver, County Clerk