

231646-ACM

**COMPARED****MORTGAGE**

KNOW ALL MEN BY THESE PRESENTS, That C. O. Whitaker and Clara B. Whitaker, his wife of Tulsa County, in the State of Oklahoma, party of the first, part have mortgaged and hereby mortgage to A. E. Bailey of Tulsa

County, in the State of Oklahoma, party of the second part, the following described real estate and premises, situated in Tulsa County, State of Oklahoma, to-wit:

Lot Twenty-two (22) in Block One (1) of Bullette Second Addition to the City of Tulsa,

with all the improvements thereon, and appurtenances thereunto belonging, and warrant the title to the same except a previous mortgage of \$1600.00

PROVIDED ALWAYS, and these presents are upon the express condition that whereas said C. O. Whitaker and Clara B. Whitaker, his wife have this day executed and delivered 12 certain promissory notes in writing to said party of the second part, described as follows:

Of even date herewith for the sum of \$25.00 each payable monthly beginning June 22nd 1923, with interest thereon at the rate of 8% per annum

NOW, if the said party of the first part shall pay or cause to be paid to the said party of the second part, his heirs, assigns, the sum of money in above described notes, mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void, and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof, are not paid when the same by law are due and payable, then the whole of said sum or sums, and interest thereon, shall and by these presents become due and payable, and said party of the second part shall be entitled to the possession of said premises.

Said party of the first part hereby agrees to procure and maintain policies of insurance of the buildings erected and to be erected upon the above described premises, in some responsible insurance company to the satisfaction of the legal holder or holders of this mortgage, to the amount of Three Hundred Dollars, loss, if any, payable to the mortgagee or his assigns. An attorney fee of Fifty Dollars may be taxed and be made part of the costs of foreclosure, providing this mortgage is foreclosed by an attorney of record of this state.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands this 22 day of May, A.D., 1923

C. O. Whitaker

Clara B. Whitaker

STATE OF OKLAHOMA, )  
( SS.  
County of Tulsa )

Before me, Ruth Martindale a Notary Public in and for said County and State on this 22 day of May 1923, personally appeared C. O. Whitaker and Clara B. Whitaker, his wife to me known to be the identical persons 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.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year last above written.

My commission expires 6/21/25

(SEAL)

Ruth Martindale-Notary Public

Filed for record at Tulsa, Tulsa County, Oklahoma, May 26, 1923 at 9:00 o'clock A.M. and recorded in Book 457 Page 62

By Brady Brown - Deputy

(SEAL)

O. G. Weaver - County Clerk.

I hereby certify that I received \$10.00 and 1/2  
Receipt No. 9722 therefor in payment of mortgage  
on the within mortgage.  
Dated this 26 day of May 1923  
WAYNE L. DICKEY, County Treasurer  
W. L. D.