

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Richard Woodall and Maude M. Woodall,

of Tulsa, County, Oklahoma, part ies of the first part, have mortgaged and hereby mortgage to John A. Whitters and Mary E. Whitters, of ies part of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Twenty One and Twenty Two, Block Eight
Overlook Park Addition to the City of Tulsa
Tulsa County, Oklahoma,

TREASURER'S ENDORSEMENT

I hereby certify that I received \$100.00 and issued Receipt No. 11886 therefor in payment of mortgage on the within mortgage.

Dated 9 day of Oct. 1923
W. W. Weaver, Treasurer

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 One hundred Twenty five DOLLARS,

with interest thereon at the rate of 10 per cent, per annum, payable annually from

according to the terms of one certain promissory note described as follows, to-wit:

One note dated Oct. 8, 1923, in the sum of One Hundred Twenty five Dollars interest at 10% note due Oct. 8, 1924.

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 s 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 on the 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 installment, 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 second part ies shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said part ies of the first part hereby agree s, that in the event action is brought to foreclose this mortgage, ies will pay a reasonable attorney's fee of \$50.00 DOLLARS, which this mortgage also secures.

Part ies of the first part, for said consideration, do es hereby expressly waive appraisalment of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 8 day of October, 1923

Richard Woodall SEAL
Maude M. Woodall, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Richard Woodall and Maude E. Woodall, a Notary Public in and for said County and State, on this 8 day of Oct. 1923, personally appeared Richard Woodall and Maude E. Woodall, his wife,

and ies 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 hand and official seal the day and year last above written.

My commission expires March 8, 1927. (SEAL) Doris Warren, Notary Public

I hereby certify that this instrument was filed for record in my office on 9 day of Oct. A. D. 1923 at 1:30 o'clock P. M.

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