

## MORTGAGE RECORD NO. 465

# 242022 M H

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That David Edwards and wife Clara Edwards, Logan Edwards and wife Inez Edwards, Fred Nazworthy and wife Monna Nazworthy of Tulsa County, Oklahoma, parties for the first part, have mortgaged and hereby mortgage to Dan Pilcher

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

Lot Two (2), Block Six (6), Pilcher Summit Addition to Tulsa, Okla., according to the recorded survey and plat thereof.

INTERNAL REVENUE  
\$ 1.00 Cancelled

TREASURER'S ENDORSEMENT  
I hereby certify to have received \$ 9.6 and issued Receipt No. 11956 for payment of mortgage tax on the within mortgage.  
Dated this 13 day of Oct, 1923  
W. W. Stuckey County Treasurer  
S.S. Deputy

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 Eleven Hundred Fifty-seven and 67/100 DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from date

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

One principal note in the sum of (\$1157.67) , due and payable at the rate of Twenty Dollars per month, commencing the 14th day of October, 1923, and to bear interest at the rate of eight per cent.

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, 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.

and to insure, and keep insured in favor of second party, building 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 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 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, that in the event action is brought to foreclose this mortgage, will pay a reasonable attorney's fee of Ten per cent of amount of mortgage DOLLARS, which this mortgage also secures.

Part ies 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 14th day of September, 1923

Fred Nazworthy  
Monna Nazworthy  
Logan Edwards  
Inez Edwards  
Dave Edwards  
Clara Edwards

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 19th day of September, 1923, personally appeared David Edwards, Clara Edwards his wife, Logan Edwards, Inez Edwards (his wife), Fred Nazworthy and Monna Nazworthy (his wife)

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 March 18-1926 (Seal) A. W. Robinett Notary Public.

I hereby certify that this instrument was filed for record in my office on 12 day of Oct, A. D., 1923

at 11.55 o'clock A M.

by Brady Brown Deputy (Seal) O. E. Weaver County Clerk.