

COMPARED

MORTGAGE RECORD NO. 465

161

242099 M H

REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That Olive J. Sellers, Ray E. Sellers, her husband, Ora B. Sellers and J. D. Sellers, her husband of Tulsa County, Oklahoma, part 125 of the first part, ha VS mortgaged and hereby mortgage to Harry W. Weber X2 part V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Six (6), Block One (1) in Central Park Place Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

TRUSTEE'S RECEIPT
I have received of Harry W. Weber 20 and issued
Trust No. 11960 for payment of mortgage
for the sum of one thousand and no/100
Dated this 13 day of Oct, 1923
W. W. S.B. Trustee

with all the improvements thereon and appurtenances thereto belonging and warrant the title to the same.

Deputy

This mortgage is given to secure the principal sum of

One Thousand and no/100 (\$1000.00) DOLLARS,

with interest thereon at the rate of eight per cent, per annum, payable annually from October 5, 1923

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

One Note for One Thousand (\$1000.00) Dollars, executed by the above named mortgagor to Harry W. Weber, Payable one year after date with 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 125 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 V shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said part 125 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 One Hundred and no/100 (\$100.00) DOLLARS, which this mortgage also secures.

Part 125 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 5th day of October, 1923

J D Sellers
Ora B Sellers

Ray E Sellers SEAL
Olive J Sellers SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 5 day of October, 1923, personally appeared Olive J. Sellers, Ray E. Sellers, Ora B. Sellers and J. D. Sellers

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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 September 30, 1926. (Seal) Wm. J. Godfrey Notary Public.

I hereby certify that this instrument was filed for record in my office on 13 day of Oct, A. D. 1923 at 11.20 o'clock A M.

By Brady Brown Deputy. (S.B.) O. G. Weaver County Clerk