

## MORTGAGE RECORD NO. 465

#240401 NS

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W. E. Goltry and Gertrude Goltry, his wife,  
 of Tulsa, County, Oklahoma, parties of the first part, have  
 mortgaged and hereby mortgage to I. Karchmer  
 of Tulsa County, Oklahoma, parties of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lots Numbered Fifteen (15) and Sixteen (16) in Block  
 Number Eight (8) in Abdo Addition to the City of Tulsa,  
 Tulsa County Oklahoma, according to the recorded plat  
 thereof.

## TREASURER'S ENDORSEMENT

I hereby certify that I have received \$2,356.92 in payment of mortgage  
 No. 11578 in favor of the Local Building & Loan Association, a corporation.

Given this 19 day of Sept. 1923  
 W. W. Sweeney, County Treasurer

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

This mortgage is given to secure the principal sum of Two Thousand Three Hundred Fifty Six .92/100

Eight DOLLARS,  
 with interest thereon at the rate of Eight per cent, per annum, payable Monthly on all principal date  
One according to the terms of certain promissory note described as follows, to-wit:

\$2356.92

Tulsa, Oklahoma,  
 Sept. 14, 1923.

One note dated Sept. 14, 1923, executed by W. E. Goltry and Gertrude Goltry his wife to I. Karchmer, in the principal sum of \$2356.92, payable in monthly installments of (\$25.00) with interest at the rate of 8% payable monthly on principal sum due, First installment due Oct. 14, 1923, and one each and every month thereafter until, paid in full according to the terms of said note.

Signed. W. E. Goltry, Gertrude Goltry.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 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, 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 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 party shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said parties of the first part hereby agree, that in the event action is brought to foreclose this mortgage, they will pay a reasonable attorney's fee of Two Hundred and Thirty Five DOLLARS, which this mortgage also secures.

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

Dated this 14th day of September, 1923.

W. E. Goltry SEAL

Gertrude Goltry. SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 14th day of September, 1923, personally appeared W. E. Goltry and Gertrude Goltry,  
his wife,

known to me to be the identical person 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 January 31, 1927. (SEAL) Max Halff, Notary Public.

I hereby certify that this instrument was filed for record in my office on 19 day of Sept. A. D. 1923 at 3:10 o'clock P. M.

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