

MORTGAGE RECORD NO. 465

#243561 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Fannie Poltizer and Louis Poltizer, her husband,
Tulsa, County, Oklahoma, part ies of the first part, have
 mortgaged and hereby mortgage to Mina B. Hudson
 of part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Number Ten (10) in Block Number One (1) in
 Hudson Addition to the City of Tulsa, Tulsa,
 County, Oklahoma, according to the recorded plat
 thereof.

This mortgage subject to a first mortgage of
 \$3500.00.

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 Thirteen Hundred Forty-two 60/100

eight DOLLARS,
 with interest thereon at the rate of eight per cent, per annum, payable Semi- annually from date
 according to the terms of Two certain promissory note S described as follows, to-wit:

**to Mina B. Hudson,

\$671.30
 \$671.30

Tulsa, Oklahoma,
 Oct. 31, 1923.

One note in the principal sum of \$671.30 dated Oct. 31, 1923, due one year after date on or before with interest at the rate of 8% per annum, payable semi-annually from date; executed by Fannie Poltizer and Louis Poltizer to Mina B. Hudson. One note in the principal sum of \$671.30 dated Oct. 31, 1923, due two years after date on or before with interest at the rate of 8% per annum, payable semi-annually, executed by Fannie Poltizer and Louis Poltizer.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties 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 p rty, 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 part Y 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 \$15.00 and 10% of principal sum DOLLARS, which this mortgage also secures.

Parties 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 31st day of October, 1923.

Fannie Poltizer

SEAL

Louis Poltizer,

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Max Halff a Notary Public in and for said County and State, on this 31st day of October, 1923, personally appeared Fannie Poltizer and Louis Poltizer,
her husband,

and to me known 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 1 day of Nov., A. D. 1923.

at 3:35 o'clock P. M.

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