

## MORTGAGE RECORD NO. 465

#243685 NS

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Mattie J. Roberts and H.O. Roberts, her husband,  
 of Tulsa, County, Oklahoma, parties of the first part, have  
 mortgaged and hereby mortgage to Helen E. Dutton,  
 of Tulsa, County, Oklahoma, party of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot Number Five (5) in Block Number Three (3)  
 in Earns Addition to the City of Tulsa, Tulsa  
 County, Oklahoma, according to the recorded  
 plat thereof.

This Mortgage given subject to a first mortgage  
 of \$2000.00.

## LENDOR'S ENDORSEMENT

I hereby certify that I received a 162 and issued  
 Receipt No. 12285 for the principal sum of mortgage  
 for the whole principal sum.

Dated this 5 day of Nov. 1923

W. W. Sweeney, County 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 Two Thousand Seven Hundred and Fifty (\$2750.00)

DOLLARS.

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

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

\$2750.00

Tulsa, Oklahoma,  
 November 1st, 1923.

One note dated Nov. 1st, 1923, in the principal sum of \$2750.00  
 executed by Mattie J. Roberts and H.O. Roberts her husband to Helen  
 F. Dutton, payable in monthly installments of \$75.00 per month with  
 interest at the rate of 8% per annum, payable semi-annually from  
 date. First installment due December 1st, 1923, and one each and  
 every month thereafter until paid in full.

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 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 \$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 1st day of November, 1923

Mattie J. Roberts, SEAL

H. O. Roberts, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 1st  
 day of November, 1923, personally appeared Mattie J. Roberts and H.O. Roberts,  
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 Half Notary Public.

I hereby certify that this instrument was filed for record in my office on 3 day of Nov. A. D. 1923

at 10:35 o'clock A. M.

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