

MORTGAGE RECORD NO. 465

#245166 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W.S. Baker and Virginia L. Baker, Husband and wife, of Tulsa, County, Oklahoma, part VS. of the first part, ha S. mortgaged and hereby mortgage to R. D. Curd, of part V. of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Nine (9) in Block One (1) of Mercer, Subdivision, of the North $\frac{1}{2}$ of the S.W. $\frac{1}{4}$ of the S.W. $\frac{1}{4}$ of Section (32) Township (20) North of Range (13) East of the Indian Base and Meridian.

2.50
126/6
23 Nov 1923
SB
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 Twenty Four Hundred Ninety One & Five Cents, DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable Monthly included, from date

according to the terms of 93 certain promissory note S. described as follows, to-wit:

Ninety three notes dated Sept. 20, 1923, of which (61) are for (\$20.00) Each and (31) are for (\$40.00) and one note for (\$31.05) First note due Oct. 20, 1923, And one note due and payable on the 20th day of each and every month thereafter untill the full amount is paid, with interest at the rate of 8% Included in each payment.

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

Said part VS. of the first part hereby agree S., that in the event action is brought to foreclose this mortgage, S. will pay a reasonable attorney's fee of twenty five and 10% - - - - - DOLLARS, which this mortgage also secures.

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

Dated this 20 day of September, 192 3

W.S. Baker SEAL

Virginia L. Baker, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, - - - - -, a Notary Public in and for said County and State, on this 24th day of Sept., 192 3, personally appeared W.S. Baker, and Virginia L. Baker,

and - - - - - 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 June 18, 1927. (SEAL) Nettie J. Powell Notary Public.

I hereby certify that this instrument was filed for record in my office on 23 day of Nov., A. D. 192 3

at 1:00 o'clock P. M.

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