

#245212 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Emma R. Craig, who is now Emma R. Beuchat, and J. P. Beuchat, her husband, of Louisville, Ohio County, OHIO, parties of the first part, have mortgaged and hereby mortgage to Florence R. Green,

of part Y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The West Forty Five Feet (W 45 feet) of the East Ninety Feet (E. 90 feet) of Lots Ten (10), Eleven (11) and Twelve (12), Block Six (6), Lindsey Addition to the City of Tulsa, Tulsa County, State of Oklahoma, according to the recorded plat thereof, and located and designated as 620 West Ninth (9th) Street, Tulsa, Oklahoma, together with all the improvements thereon.

*** and ten per cent of the amount remaining unpaid.
Emma R. Craig now Emma R. Beuchat.

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 Thirty Five Hundred & No/100 - (\$3500.00)

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:

\$3500.00

Tulsa, Oklahoma,
November 17, 1923.

November 17, 1926, after date, for value received I promise to pay to the order of Florence R. Green, Three Thousand Five Hundred & No/100 Dollars at Tulsa, Oklahoma with interest at eight per cent, per annum after date.

The principals, endorsers, sureties and guarantors of this note hereby severally waive presentment and demand payment; notice of non-payment, protest and notice of protest, and extension of time for payment. Interest as this note to be paid semi-annually, and if not paid when due to bear interest at the rate of specified for the principal.

If this note is not paid when due and is collected by an attorney or by suit, principals, sureties, and endorsers agree to pay an attorneys fee for the collection thereof of ten Dollars

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, will pay a reasonable attorney's fee of Three Hundred Sixty & No/100 (\$360.00) 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 17th day of November, 1923

Emma R. Craig who is now SEAL
Emma R. Beuchat,
J. P. Beuchat, SEAL

Ohio
STATE OF OHIO County of Stork

Before me, Notary Public in and for said County and State, on this 20th day of November, 1923, personally appeared Emma R. Craig, who is now Emma R. Beuchat and J. P. Beuchat, 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 Nov. 24, 1924. (SEAL) W.S. Earseman Notary Public.

I hereby certify that this instrument was filed for record in my office on 23 day of Nov., A. D., 1923

at 4:10 o'clock P. M.
By Brady Brown Deputy (SEAL) O.G. Weaver, County Clerk

For value received I acknowledge satisfaction and payment in full of the within mortgage and same is hereby released.

Signed and acknowledged before me this 24th day of Nov., 1923

County Clerk
By Brady Brown Deputy