

COMPARED

MORTGAGE RECORD NO. 465

#245812 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Arthur Baker and Kathryn L. Baker, his wife,
 of Tulsa County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to Myrtle M. McCarty,
 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 Ten (10) Block Ten (10) in Broadmoor Addition
 to the City of Tulsa, Tulsa County, Oklahoma,
 according to the recorded plat thereof.

This mortgage is made subject to a First mortgage of
 \$5,000.00.

RECORDED IN INSTRUMENT
 12772
 Date 4 Dec 1923
 W. W. Smith, Notary Public
 S.B.

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 and no/100 DOLLARS,

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

according to the terms of two certain promissory notes 8 described as follows, to-wit:

Note No. One being for the sum of Eight Hundred Dollars, due
 one year from the date hereof, and note No. Two for the sum
 of Five Hundred Dollars, due eighteen months from the date
 hereof.

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.

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 One hundred Dollars and ten per cent 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 10th day of November, 1922

Arthur Baker SEAL

Kathryn L. Baker, SEAL

STATE OF OKLAHOMA, County of Tulsa,

Before me, _____, a Notary Public in and for said County and State, on this 10th
 day of November, 1922, personally appeared Arthur Baker and Kathryn L. Baker, his wife,

and _____
 to me known to be the identical person 8 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 hand and official seal the day and year last above written.

My commission expires March 23rd, 1925. (SEAL) Harry E. Wheeler, Notary Public.

I hereby certify that this instrument was filed for record in my office on 3 day of Dec, A. D. 1923
 at 11:40 o'clock A. M.

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