

247520 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That David O. Williams and Hattie F. Williams, his wife, both
Tulsa, Tulsa County, Oklahoma, part 128 of the first part, ha-
 mortgaged and hereby mortgage to I. R. Cutchall
 of part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Twenty-three (23) in Block Two (2) in Lynch & Forsythe
 Addition to the city of Tulsa, according to the recorded
 plat thereof,

TRUSTEE'S ENDORSEMENT
 I hereby certify that I received 10 and issued
 Receipt No. 13088 therefor in payment of mortgage
 tax on the within mortgage.
 Dated this 27 day of Dec., 1923
W. W. Cuckey, County Treasurer
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 Five Hundred (\$500.00) DOLLARS,

with interest thereon at the rate of ten per cent, per annum, payable semi- annually from December 24, 1923

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

Of even date herewith executed by parties of the first part, and
 payable to the order of party of the second part, one year from
 the date thereof.

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 part V shall be entitled to the immediate possession of
 the premises and all rents and profits thereof.

Said part 128 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 \$10.00 and 10 per cent of amount due additional DOLLARS,
 which this mortgage also secures.

Part 128 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 24th day of December, 1923.

David O. Williams SEAL

Hattie F. Williams 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 December, 1923, personally appeared

David O. Williams

and Hattie F. Williams, his wife,

to me known to be the identical person s who executed the within and foregoing instrument and acknowledged to me that they executed
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 27, 1924. (Seal) G. G. Hough, Notary Public.

I hereby certify that this instrument was filed for record in my office on 26 day of Dec., A. D. 1923.

at 11:50 o'clock A. M. and recorded in Book 465, Page 553.

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