

247521 C.M.J.

# REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Edgar R. Welch and Althea L. Welch  
of Tulsa County, Oklahoma, part 1st of the first part, have  
mortgaged and hereby mortgage to George D. Lanier  
part 2d of the second part, the following described real estate and premises situated in  
Tulsa County, State of Oklahoma, to-wit:

North Ninety five (95) feet of Lots Thirteen (13) and Fourteen (14), Block Nine (9), Overlook Park Addition to the city of Tulsa, Oklahoma, as per the recorded amended plat thereof.

1. Receipt of this bond received \$52 and issued  
 Receipt No. 2087. The sum of \$52.00 of mortgage  
 was for which assigned  
 Dated Jan. 27, 1911 Dec., 1912  
 W. W. Smith, Jr. Receiver

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 & 00/100 DOLLARS, with interest thereon at the rate of 3% per cent. per annum, payable - - annually from      date according to the terms of a certain promissory note S described as follows, to-wit:

Amount \$1300.00 dated Nov. 15, 1923 due November 15, 1925.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party<sup>ies</sup> 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<sup>y</sup> shall be entitled to the immediate possession of the premises and all rents and profits thereof.

4. 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 One Hundred thirty DOLLARS, which this mortgage also secures.

Part 1.05 of the first part, for said consideration, do hereby expressly waive appraisal of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 14th day of November, 1923.

Edgar R. Welch  
Aletha L. Welch

STATE OF OKLAHOMA, County of, Tulsa 63:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this, 8th  
day of December, 1923, personally appeared \_\_\_\_\_  
Edgar R. Welch  
Aletha L. Welch

Witness my signature and official seal the day and year last above written:

My commission expires Jan. 9, 1926. (Seal) H. C. Pestor, Notary Public.

I hereby certify that this instrument was filed for record in my office on 26 day of Dec. A. D. 193  
at 12:00 o'clock -- M. and recorded in Book 465, Page 554.  
by Brady Brown, Deputy, (Seal) O. G. Weaver, County Clerk