

247550 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Edgar R. Welch and Aletha L. Welchof Tulsa County, Oklahoma, part 198 the first part, havemortgaged and hereby mortgage to George D. Lanierpart V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The North Ninty-five (95) feet of Lots Thirteen (13) and Fourteen (14), Block Nine (9), Overlook Park Addition to the city of Tulsa, Oklahoma, according to the recorded plat thereof.

TREASURER'S ENDORSEMENT
I hereby certify that I received \$428 and issued Receipt No. 13035 for payment of mortgage tax on the within mortgage.
Dated this 22 day of Dec, 1923
W. W. Stacey, County Treasurer
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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

Four Hundred Twenty & 00/100

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable - - annually from Nov. 15th, 1923.according to the terms of 8 certain promissory note described as follows, to-wit:

Amount \$420.00 dated Nov. 15th, 1923 due Nov. 15th, 1924.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part V 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 V 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 ten per cent of principal DOLLARS, which this mortgage also secures.

Part V 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 14th day of November, 1923Edgar R. Welch

SEAL

Aletha L. Welch

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:Before me, - - -, a Notary Public in and for said County and State, on this 21day of December, 1923, personally appearedEdgar R. Welchand Aletha L. Welch

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 Jan. 2, 1926. (Seal)H. C. Pastor

Notary Public,

I hereby certify that this instrument was filed for record in my office on 26 day of Dec, A. D. 1923at 2:00 o'clock P. and recorded in Book 465, Page 558.By Brady Brown

Deputy.

(Seal)

O. G. Weaver

County Clerk