

## MORTGAGE RECORD NO. 465

#240950 NS

## REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That J. T. Dudley and Mrs. J. T. Dudley, his wife,  
Tulsa, County, Oklahoma, part ies of the first part, ha ve  
 mortgaged and hereby mortgage to Clara Borochoff,  
 of part of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot Five (5) Block Five (5) of Rosedale  
 Addition to the City of Tulsa, Oklahoma.

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 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 Sixty and no/100 -----  
 ----- DOLLARS,  
 with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from date  
 according to the terms of 28 certain promissory notes 8 described as follows, to-wit:

28 certain promissory notes of even date herewith,  
 for \$20.00 each, payable according to the terms  
 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 Y shall be entitled to the immediate possession of  
 the premises and all rents and profits thereof.

Said part ies 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 as provided for in said notes. ~~XXXXXX~~  
 which this mortgage also secures.

Part ies 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 27 day of September, 1923

J. T. Dudley SEAL

Mrs. J. T. Dudley, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 27th  
 day of September, 1923, personally appeared J. T. Dudley, and Mrs. J. T. Dudley,  
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 signature and official seal the day and year last above written.

My commission expires May 5, 1926. (SEAL) Juanita Plumlee, Notary Public.

I hereby certify that this instrument was filed for record in my office on 27 day of Sept, A. D., 1923

at 11:30 o'clock A M.  
Brady Brown Deputy (SEAL) O.G. Weaver, County Clerk.