

## MORTGAGE RECORD NO. 465

605

#248330 NS

COMPARED

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That D.H. Taylor and Fannie Taylor,  
 his wife, of Tulsa, Tulsa, County, Oklahoma, parties of the first part, have  
 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:

Lots Nine (9) and Ten (10) in Block Four (4) of Park  
 Dale Addition to the City of Tulsa, said county and  
 State, according to the recorded plat thereof

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$24 and issued  
 Receipt No. 13206 therefor in payment of mortgage  
 taxes on the within described  
 land in Jan 1924  
1924

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 Six Hundred and no/100 -----

DOLLARS,

with interest thereon at the rate of 10 per cent, per annum, payable semi- annually from date January 5, 1924.

according to the terms of one certain promissory note 0 ----- described as follows, to-wit:

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

It is expressly agreed and understood that parties  
 of the first part may pay said indebtedness in part  
 or in full at the end of one year from this date.

This mortgage is subject to first mortgage to F.O.  
Ellis.

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 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 Ten dollars and ten per cent of any amount due. ----- DOLLARS  
 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 5th day of January, 1924

D.H. Taylor

SEAL

Fannie Taylor

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ----- a Notary Public in and for said County and State, on this 5th  
 day of January, 1924, personally appeared D.H. Taylor and Fannie Taylor,

and -----  
 to me known to be the identical person s 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 January 27, 1924. (SEAL) O.G. Haugh Notary Public.

I hereby certify that this instrument was filed for record in my office on 5 day of Jan. A. D. 1924  
 at 1:15 o'clock P. M.

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