

489

woman, hereby waives all homestead rights to the above property under the laws of the State of Oklahoma.

WITNESS my hand this 19th day of May, 1924.

Lula E. Warner.

STATE OF OKLAHOMA, )  
COUNTY OF TULSA, ) SS

Personally appeared before me, the undersigned, a Notary Public in and for Tulsa County, Oklahoma, Lula E. Warner, a single woman, to me known as the person who signed and executed the above and foregoing instrument of writing, and acknowledged to me that she executed the same as her own free and voluntary act and deed, for the purposes and consideration as therein set forth. Executed this 19th day of May, 1924.

My commission expires Feb. 11th, 1928. (SEAL) M. Branson, Notary Public.

Filed for record at Tulsa, Tulsa County, Oklahoma, May 21, 1924, at 4:30 o'clock P.M. and recorded in book 489, page 46.

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

#258767 NS

COMPAR

REAL ESTATE MORTGAGE

TREASURER'S RECEIPT  
I hereby certify that I received \$90 and issued Receipt No. 15030 in payment of mortgage tax on the within mortgage.  
Dated this 21 day of May 1924  
W. W. Sander, County Clerk J.B.

KNOW ALL MEN BY THESE PRESENTS;

That Balous P. Crutcher and Annie B. Crutcher, his wife, of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Peter Deichman party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit;

North Fifty (50) feet of Lot Four (4) Block Three (3) Glen Acres Subdivision according to the recorded plat thereof, ( an addition to the City of Tulsa ) with all improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

This mortgage is given to secure the principal sum of Fifteen Hundred ## Dollars, with interest thereon at the rate of ten per cent, per annum payable semi annually from date according to the terms of six certain promissory notes described as follows, to-wit;

Two notes of \$500.00, one of \$200.00 and three of \$100.00, all dated May 20th, 1924 and all due in three years.

Said first parties agree to insure the buildings on said premises for their reasonable value for the benefit of the mortgagee and maintain such, insurance during the existence of this mortgage. Said first parties agree, to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first parties further expressly agree.. that in case of foreclosure of this mortgage, and as often as any proceeding shall be taken to foreclose same as herein provided, the mortgagor will pay to the said mortgagee One Hundred Fifty ## Dollars as attorney's or solicitor's fees therefor, in addition to all other statutory fees; said fee to be due and payable upon the filing of the petition for foreclosure and the same shall be a further charge and lien upon said premises described in this mortgage, and the amount thereon shall be recovered in said foreclosure suit and included in any judgment or decree rendered in action as aforesaid, and collected, and the lien thereof enforced in the same manner as the principal debt hereby secured.

Now, if the said first parties shall pay or cause to be paid to said second party his heirs or assigns said sums of money in the above described notes mentioned, together with the interest thereon according to the terms and tenor of said notes and shall make and maintain such insurance and pay such taxes and assessments then these presents shall be wholly