

216064 C.M.J.

COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Osborn A. Morton, and Mittie B. Morton,
of the City of Tulsa, in/ Tulsa County, Oklahoma, part ies of the first part, have
mortgaged and hereby mortgage to Atwood Harvey,
of part V of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

All of Lot Five (5), in Block One Hundred, Sixty-nine, of the City of Tulsa, Oklahoma, according to the recorded plat thereof, EXCEPTING, that part of said lot described by meets and bounds as follows, to-wit: Beginning at the southeasterly corner of said lot Five (5), thence running parallel with the easterly of said lot in a northwesterly direction a distance of One Hundred and Forty feet; thence at right angles in a southwesterly direction parallel with the alley, a distance of six feet; thence at right angles in a southeasterly direction fifty feet; thence at right angles in a southwesterly direction a distance of thirty feet; thence at right angles in a southeasterly direction a distance of ninety feet; thence at right angles in a northeasterly direction a distance of forty feet to the place of beginning.

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to part V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

This mortgage is given to secure the principal sum of Twenty-two Hundred (\$2200.00)
with interest thereon at the rate of 8 per cent, per annum, payable annually from the 18th day of Feb. 1922,
according to the terms of 21 certain promissory note s herein referred to, described as follows, to-wit:

This mortgage is given in lieu of that certain mortgage given by the mortgagors herein named to Atwood Harvey, bearing date of Feb. 18th 1922, and recorded in Book #378, at page #388, in the office of the County Clerk in and for Tulsa County, Oklahoma, and to secure the payment of those certain twenty-one (21) promissory notes bearing date of Feb. 18th, 1922, and described in said mortgage of Feb. 18th, 1922. Said notes being numbered 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, & 37, respectively.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies hereby covenant s and agree s 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.

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 ies of the first part hereby agree s, that in the event action is brought to foreclose this mortgage, --- will pay a reasonable attorney's fee as as provided for in said notes DOLLARS, which this mortgage also secures.

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

Dated this 3rd day of Oct., 1922.

Osborn A. Morton SEAL
Mittie B. Morton SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ---, a Notary Public in and for said County and State, on this 3rd day of Oct., 1922, personally appeared Osborn A. Morton and Mittie B. Morton, his wife

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 May 13, 1923. (Seal) E. Hunter Stagg. Notary Public.

I hereby certify that this instrument was filed for record in my office on 11 day of Dec. A. D. 1922
at 11:00 o'clock A. M. Book 402, Page 103
By F. Delman, Deputy. (Seal) O. D. Lawson, County Clerk.