

216169 C.H.J.

COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Ruby Ileen Amerine and Austin Amerine, her husbanda Tulsa, Tulsa County, Oklahoma, part V of the first part, hamortgaged and hereby mortgage to Harry F. Griffith,of part V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Twelve (12) in Block One (1) Lakeview

Addition to the city of Tulsa.

I hereby certify that ved \$240 and is a
 Receipt No. 6683 this is in payment of mortgage
 tax on the within mortg

Dated this 12 day of Dec 1922 -
 WAYNE L. DICKLY, County Treasurer

a g Deputy

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

Three Thousand and No/100

DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable annuity fromaccording to the terms of Forty certain promissory note S described as follows, to-wit:

Each note dated December 8, 1922, bearing interest at the rate of 8% per annum from date and in amounts and due as follows: The first note is for \$95.00 and due January 8, 1923. The second note is for \$94.50 and due February 8, 1923, and a note is due on the 8th day of each month thereafter until the entire series has been paid, the amount of said notes decreasing fifty-cents each month making note No. 40 in the sum of \$75.50 due April 8, 1926.

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

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 that in the event action is brought to foreclose this mortgage, ies will pay a reasonable attorney's fee of Three hundred DOLLARS, which this mortgage also secures.

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

Dated this 8th day of December, 1922.

Ruby Ileen Amerine SEAL

Austin Amerine SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ---, a Notary Public in and for said County and State, on this 11th day of December, 1922, personally appeared

Ruby Ileen Amerine and Austin Amerine, husband and 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 April 9th, 1924 (Seal) C. B. Johnston Notary Public.

I hereby certify that this instrument was filed for record in my office on 12 day of Dec, A. D., 1922 at 10:00 o'clock A. M. Book 402, Page 110

By F. Delman, Deputy, (Seal) O. D. Lawson County Clerk.