

216338 C.M.J. COMPARED  
THIRD REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That B. M. Howser and Della C. Howser, his wife

a of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to J. O. Springer and Vernie Springer, his wife of Tulsa, Oklahoma parties of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Number One (1), in Block Eighteen (18), Cherokee Heights Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

I hereby certify that I received 72cts  
Receipt No. 6707 therefor in payment of interest  
tax on the within mortgage.  
Dated this 13 day of Dec 1922.  
WAYNE L. DICKEY, County Treasurer

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

Nine Hundred eighteen & 52/100

DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable monthly

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

The amount of \$20.00 each month to be paid on or before the first of each and every month, until the total amount of nine hundred eighteen and eighteen and 52/100, has been paid. This \$20.00 to include interest at 8 per cent.

This mortgage is given subject, and is inferior, to a certain first mortgage for \$2,400.00 and interest, given by said parties to Farm & Home Sav. & Loan Ass'n. of Nevada Mo. and dated February 20th, 1922, and Second Mortgage to C. H. Overton of Approximately \$700.00, dated March 18, 1922.

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.

or interest of this or the first mortgage above referred to  
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 parties 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, they will pay a reasonable attorney's fee of Fifty DOLLARS, which this mortgage also secures.

Parties 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 29th day of November, 1922

B. M. Howser

SEAL

Della C. Howser

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 29th day of November, 1922 personally appeared

B. M. Howser and Della C. Howser, his wife,

and to me known to be the identical persons 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 June 23rd, 1926. (Seal) Dae Wade, Notary Public.

I hereby certify that this instrument was filed for record in my office on 13th day of Dec. A. D. 1922

at 11:45 o'clock A. M. Book 402, Page 118

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