

216519 O.M.J.

COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W. O. Eades and Eugenia M. Eades, his wifeof Tulsa County, Oklahoma, part ies of the first part, have mortgaged and hereby mortgage to W. Warren Ferrellof part of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

East Fifteen (15) Feet of Lot Two (2) and West Twenty (20) Feet of Lot One (1) Block Ten (10) in College View Addition to the City of Tulsa and West Thirty Five (35) Feet of East Seventy (70) feet of North Twenty One Feet of Lot Six (6) of Block One (1) Highlands Addition to the city of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

I hereby certify that I received \$152 and its use
 Receipt No. 6242 therefor in payment of mortgage
 tax on the within mortgage.
 Dated this 13 day of Dec 1922
WAYNE L. DICKEY, County Treasurer
Deputy

with all the improvements thereon and appurtenances thereto belonging and warrant the title to

This mortgage is given to secure the principal sum of

Nineteen Hundred and Thirty Six and 50/100 (\$1936.50) DOLLARSwith interest thereon at the rate of 8 per cent, per annum, payable monthly from date on unpaid balanceaccording to the terms of 60 certain promissory note S described as follows, to-wit:

Fifty Nine Notes in the amount of \$25.00 Each, due and payable each and every month from December 20, 1922, with interest thereon at the rate of 8 per centum per annum payable monthly on the entire unpaid balance and One note in the amount of \$461.50 due and payable in Sixty Months from date with interest as above mentioned. Said notes being payable at the Producers National Bank of Tulsa, Oklahoma.

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 ies 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 \$150.00 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 13th day of December, 1922.W. O. Eades SEALEugenia M. Eades SEALSTATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ---, a Notary Public in and for said County and State, on this 13th day of December, 1922, personally appeared

W. O. Eadesand Eugenia M. Eades, his wife

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 Sept. 23-1923 (Seal) Marie P. Baker, Notary Public.

I hereby certify that this instrument was filed for record in my office on 15 day of Dec. A. D., 1922 at 11:20 o'clock A. M. Book 402, Page 129

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