

214839 C.M.J.

COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That

Bessie L. Crabtree and James S. Crabtree her husband

a _____ of _____ Tulsa, County _____ County, Oklahoma, parties of the first part, have

mortgaged and hereby mortgage to _____ R. J. Irwin

of _____ part _____ of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The South fifty (50) feet of lot Six (6) block thirteen (13) of Highlands first Addition to the city of Tulsa according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 210 and issued Receipt No. 6303 therefor in payment of mortgage tax on the within mortgage.

Dated this 22 day of Nov 1922

WAYNE L. DICKEY, County Treasurer

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 _____

Two Thousand and No/100

DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable monthly annually from dateaccording to the terms of eighty certain promissory note S described as follows, to-wit:

All notes dated November 20th, 1922 the first note due on January 20th 1923 and one note due and payable upon the 20th of each and every month thereafter, until the sum of Two Thousand dollars is paid in full. This Mortgage is given subject to one first mortgage in the sum of eighteen Hundred dollars as shown of record.

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.

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 10% and ten 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 20th day of November, 1922.

Bessie L. Crabtree

SEAL

James S. Crabtree

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 25th day of November, 1922, personally appeared _____

Bessie L. Crabtree and James S. Crabtree her husband

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 July 12th, 1924. (Seal)

John Barrett,

Notary Public.

I hereby certify that this instrument was filed for record in my office on 27 day of Nov. A. D., 1922at 10:20 o'clock A. M. Book 402, Page 14By F. Delman, Deputy. (Seal) O. D. Lawson, County Clerk.