

217343 C.M.J. COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Lucile Richards and Carl Richards, her husband

a of Tulsa, Tulsa County, Oklahoma, part ^{ies} of the first part, have mortgaged and hereby mortgage to C. M. Bumgardner and Ida M. Bumgardner of part ^{ies} of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Three in Block 1 Boswell Addition to the City of Tulsa, according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 0.22 and issued Receipt No. 6929 therefor in payment of mortgage tax on the within mortgage.

Dated this 23 day of Dec 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

One hundred and fifty (\$150.00)

DOLLARS

with interest thereon at the rate of 7 per cent, per annum, payable semi-annually from date

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

One note of even date herewith for the principal sum of \$150.00 due fifteen months from date on which is endorsed the following notation: "This note may be paid off in any amount and at any time at the pleasure of the mortgagors",

This mortgage is subject and inferior to two former mortgages upon the same property, one to the Home Bld. & Loan Asso., for \$2500.00, and the other to J. Y. Boswell for \$1175.00, which mortgages the first parties have assumed, and from which they have relieved the said second parties; and said second parties retain this third mortgage to secure the said sum of \$150.00 which is the balance due them on the transaction.

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, they will pay a reasonable attorney's fee of ten DOLLARS, which this mortgage also secures.

Part ^{ies} 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 22d day of December, 1922

Lucile Richards

SEAL

Carl Richards

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, 22d day of December, 1922, personally appeared

Lucile Richards

and Carl Richards, her husband

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 Oct. 31, 1923. (Seal)-

Caroline Baker,

Notary Public.

I hereby certify that this instrument was filed for record in my office on 23 day of Dec. 1922 at 10:25 o'clock A. M. Book 402, Page 182

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