

217637 C.H.J.

THIRD

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Thomas E. Shepard and Frances A. Shepard his wife,

a \_\_\_\_\_ of Tulsa \_\_\_\_\_ County, Oklahoma, part <sup>ies</sup> of the first part, have  
mortgaged and hereby mortgage to Edward C. Leggof \_\_\_\_\_, part <sup>Y</sup> of the second part, the following described real estate and premises situated in  
Tulsa County, State of Oklahoma, to-wit:

Lot Number Seven (7) in Block Number Five (5) in Broadmoor  
Addition to the city of Tulsa, Tulsa Co. Oklahoma according  
to the recorded plat thereof.

This mortgage subject to a first mortgage of \$4000.00 and a  
second mortgage reduced now to \$4510.00.

## TREASURER'S RECEIPT

I hereby certify that I received \$ 1200 and issued  
Receipt No. 6994 therefor in payment of mortgage  
tax on the within mortgage.

Dated this 28 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

Five Hundred Sixty Three 08/100

DOLLARS

eight

with interest thereon at the rate of \_\_\_\_\_ per cent, per annum, payable \_\_\_\_\_ annually from \_\_\_\_\_ date

according to the terms of One \_\_\_\_\_ certain promissory note \_\_\_\_\_ described as follows, to-wit:

\$563.08

Tulsa, Oklahoma.

Dec. 28th, 1922.

At the rate of \$25.00 monthly beginning January 28th, 1923, we  
promise to pay to the order of Edward C. Legg, the sum of \$563.08  
with interest at the rate of 8% per annum, until paid in full according  
to the terms of one note of even date herewith.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part <sup>ies</sup> 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 <sup>Y</sup> shall be entitled to the immediate possession of  
the premises and all rents and profits thereof.

Said part <sup>ies</sup> 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 \$10.00 and 10% of principal sum \_\_\_\_\_ DOLLARS,  
which this mortgage also secures.

Part <sup>ies</sup> 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 28th day of December, 1922.

Thomas E. Shepard

SEAL

Frances A. Shepard

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 28th  
day of December, 1922, personally appeared

Thomas E. Shepard

and Frances A. Shepard, his wife,

to me known to be the identical person \_\_\_\_\_ 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 January 31, 1923. (Seal) Max Halff, Notary Public.

I hereby certify that this instrument was filed for record in my office on 28 day of Dec. A. D. 1922  
at 10:50 o'clock A.M. Book 402, Page 194

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