

COMPARED 217643 O.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W. C. Kermerlee, a single man

a _____ of Tulsa County, Oklahoma, part ☒ of the first part, have mortgaged and hereby mortgage to Oliver S. Black

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

All of Lot Twenty-two (22) in Block Twelve (12) of the Re-subdivision of Block Six (6) and Lots One (1), Two (2) and Three (3) of Block Four (4) in Terrace Drive Addition to the city of Tulsa, Tulsa County, Oklahoma, according to the Recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$142 and issued Receipt No. 7014 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

Thirty Five Hundred and No/100 (\$3500.00)

DOLLARS

eight

with interest thereon at the rate of _____ per cent, per annum, payable monthly - annuity from Date

according to the terms of 30 certain promissory note \$ described as follows, to-wit:

thirty (30) notes of even date, notes numbered 1 to 5 for \$100.00 each, note numbered 6 for the sum of \$600.00, notes numbered 7 to 30 for the sum of \$100.00, each, first note due Jan. 3rd, after date and one note due on even date of each and every month thereafter until all 30 notes are paid in full, with interest at the rate of 8% per annum, interest computed and payable on entire unpaid balance.

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

Said part ☒ of the first part hereby agree _____, that in the event action is brought to foreclose this mortgage, he will pay a reasonable attorney's fee of 10% of principal hereof and ten DOLLARS, which this mortgage also secures.

Part ☒ 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 25th day of November 1922

W. C. Kermerlee

SEAL

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

W. C. Kermerlee, a single man

and _____ 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 March 4th, 1924, (Seal) Harold J. Sullivan, Notary Public.

I hereby certify that this instrument was filed for record in my office on 28 day of Dec. A. D. 1922

at 11:15 o'clock A. M. Book 402, Page 197

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