

217999 C.M.J. COMPARED

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Perry Carmichael and Alice Carmichael, husband and wife  
 a \_\_\_\_\_ of Tulsa, Tulsa County, Oklahoma, part ies of the first part, have  
 mortgaged and hereby mortgage to The Title Guarantee & Trust Co.  
 of \_\_\_\_\_ part V of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot Twenty Eight (28) in Block Two (2) Ridgedale  
 Terrace Second Addition to the city of Tulsa,  
 Oklahoma, according to the recorded plat thereof.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 800.00 and issued  
 Receipt No. 7777 therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 2 day of Jan 1923.

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 \_\_\_\_\_

One Thousand Forty Five and no/100

DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable semi annually from date

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

Dated December 15th, 1922 payable in installments of Twenty and  
 no/100 Dollars (\$20.00) monthly beginning the 15th day of January  
 1923.

It is expressly agreed and understood by and between the said  
 parties hereto, that this Mortgage is a second lien upon the above  
 described premises.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies hereby  
 covenant S and agree S 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 V 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 per cent of the amount remaining unpaid 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 15th day of December, 1922.

Perry Carmichael SEAL

Alice Carmichael SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 30th  
 day of December, 1922, personally appeared \_\_\_\_\_

Perry Carmichael and Alice Carmichael, husband and wife

and \_\_\_\_\_  
 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 October 4th, 1924. (Seal) B. M. Grotkop, Notary Public.

I hereby certify that this instrument was filed for record in my office on 2 day of Jan. A. D., 19 23  
 at 4:00 o'clock P. M. Book 402, Page 213

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