

218065 C.M.J. **COMPARED**

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That C. J. Buitink and C. C. Buitink, his wife
 of Tulsa County, Oklahoma County, Oklahoma, part ies of the first part, ha ve
 mortgaged and hereby mortgage to Clara Bumgarner and Lycurgus Bumgarner
 of ies of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Two (2) in Block Eight (8), Wakefield's Addition
 to the City of Tulsa, Oklahoma, according to the
 recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$150 and issued
 Receipt No. 7199 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 4 day of Jan 1923

WAYNE L. DICKEY, County Treasurer

D. J.
 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

Fifteen Hundred Dollars (\$1500.00)

DOLLARS

with interest thereon at the rate of eight per cent, per annum, payable semi annually from January 2, 1923

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

(Regular negotianle promissory notes)

This mortgage is given subject to a prior lien of the Home Building
 & Loan Association, of Tulsa, Oklahoma, in the principal sum of
 Three Thousand Dollars (\$3,000.00) according to a certain mortgage
 dated the December, 1922.

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 part ies 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, will pay a
 reasonable attorney's fee of Fifty 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 1st day of January 1923.

C. J. Buitink

SEAL

C. C. Buitink

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, , a Notary Public in and for said County and State, on this 20th
 day of Dec. 1922, personally appeared

C. J. Buitink, and C. C. Buitink

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 Feb. 6, 1926. (Seal) W. A. Setser, Notary Public.

I hereby certify that this instrument was filed for record in my office on 3 day of Jan. A. D. 1923

at 2:30 o'clock P. M. Book 402, Page 219

By Brady Brown Deputy. (Seal) O. G. Weaver, County Clerk.