

218201 C.M.J.

COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Albert W. Roth, William F. Stahl and Herbert D. Mason,a \_\_\_\_\_ of Tulsa, Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Tulsa Warehouse Companyof \_\_\_\_\_ part V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The northerly fifty (50) feet of Lot Four (4) and all of Lot Five (5) in Block Sixty-one (61) in the original town, now City of Tulsa, according to the recorded plat thereof, with all improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 594 and issued Receipt No. 7078 therefor in payment of mortgage tax on the within mortgage.

Dated this 6 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 Fifteen Thousand Eight Hundred Sixty-six and 41/100 (\$15,866.41) Dollars, with interest thereon at the rate of seven per cent. per annum, payable semi-annually from date hereof, according to the terms of 12 certain promissory notes described as follows, to-wit: Eleven notes of the first parties of \$1,000.00 each, respectively on or before April 1, 1923, July 1, 1923, October 1, 1923, January 1, 1924, January 1, 1925, April 1, 1925, July 1, 1925, October 1, 1925, and one note for \$4,866.41 due on or before January 1, 1926, with the privilege to the makers to pay any or all of said notes on any of the dates aforesaid.

This mortgage is given subject to a certain mortgage in favor of the Exchange Trust Company on Lot Five (5) as shown of record and a certain mortgage in favor of the Aetna Building and Loan Association of Topeka, Kansas, as shown of record on the Northerly fifty (50) feet of Lot Four (4); and the second party hereby agrees that this mortgage is and shall remain subject to the prior mortgages aforesaid, and to any subsequent mortgages not exceeding \$15,000.00 on each fifty (50) feet frontage of the property covered by this mortgage, so that the first parties or their successors may have and execute and maintain mortgages on said premises not exceeding the said sum of \$15,000.00 of principal plus interest, per each half lot, which shall be prior in lien to this present mortgage.

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 V 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 One Thousand and No/100 DOLLARS, which this mortgage also secures.

Parties of the first part, for said consideration, do hereby expressly waive appraisal of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 3rd day of January, 1923.

Albert W. Roth

SEAL

William F. Stahl

Herbert D. Mason

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 3rdday of January, 1923, personally appearedAlbert W. Roth, William F. Stahl and Herbert D. Mason.

and \_\_\_\_\_ to me known to be the identical persons 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 Jan. 13, 1926. (Seal)Lucile Chastain,

Notary Public.

I hereby certify that this instrument was filed for record in my office on 5 day of Jan. A. D., 1923at 8:00 o'clock A. M. Book 402, Page 227.By Brady Brwon

Deputy.

(Seal)

O. G. Weaver,

County Clerk.