

218752 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Ethyl E. Crosswhite and W. R. Crosswhite her husband

a _____ of Tulsa County, Oklahoma, part^{ies} of the first part, have mortgaged and hereby mortgage to W. Warren Ferrellof _____ part^y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

West thirty-five feet (W35') of Lot two (2) block ten (10) of College View Addition and West thirty-five feet (W35') of north twenty-one feet (N21) of Lot six (6) of Block one (1) of Highlands Addition to the city of Tulsa, County of Tulsa, State of Oklahoma according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$138 and issued Receipt No. 7149 therefor in payment of mortgage tax on the within mortgage.
Dated this 11th day of Jan. 1923
WAYNE L. DICKEY, County Treasurer

TREASURER'S ENDORSEMENT

I hereby certify that I received \$126 and issued Receipt No. 7147 therefor in payment of mortgage tax on the within mortgage.
Dated this 11th 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 _____

Twenty Hundred and Eighty Six and 50/100 (\$2086.50) DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable monthly annuity from date on unpaid balance

according to the terms of 36 certain promissory note \$ described as follows, to-wit:

Thirty Five notes of date January 10, 1923, due and payable each and every month from said date, said notes to bear interest at the rate of 8 per centum per annum, payable monthly on unpaid balance. Said notes are for the sum of \$25.00 each. One note in the amount of \$1211.50 due and payable in 36 months from date with interest as aforesaid. Said notes are payable at the Producers National Bank of Tulsa, Oklahoma.

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^{ies} 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 \$200.00 DOLLARS, which this mortgage also secures.

Part^{ies} of the first part, for said consideration, do hereby expressly waive appraisement of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 6th day of January, 1923.

Ethyl E. Crosswhite SEAL

W. R. Crosswhite SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 6th day of January, 1923, personally appeared _____

Ethyl E. Crosswhite

and W. R. Crosswhite, her husband

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 Jan. 30th, 1925. (Seal) R. B. Downing, Notary Public.

I hereby certify that this instrument was filed for record in my office on 11 day of Jan. A. D. 1923 at 10:00 o'clock A. M. Book 402, Page 259

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