

218989 C.M. J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That C. S. Lovern and J. H. Erbelding (single men)

a of Tulsa County, Oklahoma, parties of the first part, ha. V. 9.

mortgaged and hereby mortgage to F. S. Silsby

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

Lot number sixteen (16) in Bungalow Court Addition
to the city of Tulsa, Oklahoma, according to the
official plat thereof duly recorded in the office
of Register of Deeds within and for Tulsa County
Oklahoma.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$3000 and issued
Receipt No. 7197 therefor in payment of mortgage
tax on the within mortgage.

Dated this 13 day of Jan. 1923

WAYNE L. MEKEY, County Treasurer

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

Deputy

This mortgage is given to secure the principal sum of

Fifteen hundred No/100

DOLLARS

eight

with interest thereon at the rate of per cent, per annum, payable Quarterly

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

One for the sum of One Thousand Dollars, dated November 1st, 1922 payable six months after date to F. S. Silsby, and signed by C. S. Lovern and J. H. Erbelding bearing interest at 8% payable quarterly, one for Two hundred and fifty dollars no/100 dated November 1st, 1922, payable nine months after date, to F. S. Silsby and signed by C. S. Lovern and J. H. Erbelding, bearing interest at 8% payable quarterly and one, for \$250.00 dated 11/1/1922 payable twelve months after date, to F. S. Silsby and signed by C. S. Lovern and J. H. Erbelding with int. at 8% payable quarterly
This mortgage is given subject, and is inferior, to a certain mortgage for \$6250.00 and interest, given by said first parties to the Mortgage Bond Co. of New York and dated December nineteenth 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.

or interest of this or the first mortgage above referred to
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 thereon, or the taxes, insurance premiums, or in case of default in the payment of the principal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and second party 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, they will pay a reasonable attorney's fee of One Hundred DOLLARS, which this mortgage also secures.

Parties 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 Fourth day of January, 1923.

C. S. Lovern

SEAL

J. H. Erbelding

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 4th day of January, 1923, personally appeared

C. S. Lovern and J. H. Erbelding

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 10/6/26 (Seal) B. French, Notary Public.

I hereby certify that this instrument was filed for record in my office on 13 day of Jan. A. D. 1923 at 10:45 o'clock A. M. Book 402, Page 281

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