

COMPARED

MORTGAGE RECORD NO. 402

The News-Dispatch Print & Audit Co., Shawnee, Okla.

219200 G.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That H. J. Brown and Geneva Brown
 a _____ of Tulsa County, Oklahoma, part ies of the first part, have
 mortgaged and hereby mortgage to W. Frank Walker
 of _____ part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Ten (10) in Block Thirteen (13) or Orcutt
 Addition to the city of Tulsa, Oklahoma as per the
 official plat thereof recorded.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 64.00 and issued
 Receipt No. 7252 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 17 day of Jan 1923

WAYNE L. DICKY, 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 _____

Eleven Hundred Eighteen (\$1118.80) Dollars and Eighty Cents

DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable _____ as stated _____

according to the terms of One certain promissory note _____ described as follows, to-wit:

One note in the sum of \$1118.80, dated January 15, 1923 and payable as follows: \$38.80 the first month, commencing February 15, 1923 and \$25.00 per month on the fifteenth day of each and every month thereafter until all of this note has been paid. Above note bears interest at rate of 8% per annum, payable monthly on the entire deferred sum due from month to month.

This mortgage is subject and inferior to a first mortgage in the sum of \$2000.00 and a second mortgage in the original sum of \$2300.00 both in favor of C. J. Bullers of Tulsa, Oklahoma.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies 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 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 Dollars and 10% of this mortgage, _____ 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 January, 1923.

H. J. Brown

SEAL

Geneva Brown

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 15th day of January, 1923, personally appeared _____

H. J. Brown

and Geneva Brown

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 January 5, 1926. (Seal) R. W. Lee, Notary Public.

I hereby certify that this instrument was filed for record in my office on 16 day of January, A. D. 1923 at 1:10 o'clock P. M. Book 402, Page 312

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