

COMPARED

## MORTGAGE RECORD NO. 402

The News-Dispatch Print &amp; Audit Co., Stillwater, Okla.

219294 C.M.J.

## SECOND REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Ruth I. Plumley and F. L. Plumley, her husband

a of Tulsa County, Oklahoma, part 188 of the first part, here mortgaged and hereby mortgage to Dickason Goodman Lumber Co., a corporation

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

Lot Sixteen (16), Block Seven (7), East Highlands Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof.

This mortgage is subject to a prior mortgage in favor of the Local Building and Loan Association of Oklahoma City, Oklahoma, in the amount of \$800.00 and a prior mortgage in favor of the Local Building and Loan Association of Oklahoma City, Oklahoma, in the amount of \$4000.00, both mortgages payable monthly.

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

THREE HUNDRED AND NO/100 (\$300.00)

DOLLARS

with interest thereon at the rate of 10 per cent, per annum, payable monthly from December 8th, 1922.

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

Due in monthly installments of \$40.00 each.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 26.00 and issued Receipt No. 188 in payment of mortgage tax on the within mortgage.

Dated this 16 day of Feb. 1923

WAYNE L. DICKEY, County Treasurer

W. B.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 188 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 188 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 THIRTY AND NO/100 (\$30.00) DOLLARS, which this mortgage also secures.

Part 188 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 16th day of November, 1922.

Ruth I. Plumley

SEAL

F. L. Plumley

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 16th day of November, 1922, personally appeared

Ruth I. Plumley and F. L. Plumley, her husband

and to me known to be the identical person 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 June 10, 1924. (Seal)

Lois L. Gillespie,

Notary Public.

I hereby certify that this instrument was filed for record in my office on 17 day of Jan. A. D., 1923

at 9:00 o'clock A. M. Book 402, Page 320

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