

219644 C.M.J.

SECOND REAL ESTATE MORTGAGE

COMPARED

KNOW ALL MEN BY THESE PRESENTS, That Paul M. White, a single man,

of Tulsa County, Oklahoma, part V of the first part, ha
 mortgaged and hereby mortgages to H. R. Chism

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 Number Five (5) in Block Number Four (4) in Wakefield Addition to the city of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof, together with all improvements thereon.

This mortgage is given subject to a first mortgage for \$2500.00 to the Farm and Home Savings and Loan Association of Missouri, dated January 20th, 1922, and payable in 120 monthly installments of \$47.75 each, and on which there is still a balance of \$2,141.56 due on the principal.

It is made a further consideration of this mortgage that in case two or more of the monthly payments on said mortgage to the Farm and Home Savings and Loan Association of Missouri shall be allowed to become delinquent, this mortgage shall immediately become due and payable, together with interest to date of payment.

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

Eighteen Hundred Fifty-Eight & 44/100

eight

with interest thereon at the rate of per cent, per annum, payable on maturity of each note

according to the terms of 25 certain promissory note described as follows, to-wit:

25 notes, numbered from 1 to 25, each dated January 19th, 1923, in the sum of \$15.00 each, bearing interest at the rate of 8% per annum, payable to the order of H. R. Chism first note due February 19th, 1923, and one note due on the 19th of each and every month thereafter until paid in full. Signed Paul M. White, and one note dated January 19th, 1923, in the sum of \$1,483.44, bearing interest at the rate of 8% per annum, payable annually, principal and interest payable to the order of H. R. Chism, and principal to be paid twenty-six months after date, according to the terms of said note. Note signed Paul M. White

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part V hereby covenant and agree S 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 V of the first part hereby agree S that in the event action is brought to foreclose this mortgage, he will pay a reasonable attorney's fee of \$10.00 and 10% of principal sum due, DOLLARS, which this mortgage also secures.

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

Dated this 19th day of January, 1923.

Paul M. White

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 19th day of January, 1923, personally appeared

Paul M. White, a single man

and

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his 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 31, 1923. (Seal) Max Halff, Notary Public.

I hereby certify that this instrument was filed for record in my office on 20 day of Jan. A. D. 1923 at 10:40 o'clock A. M. Book 402, Page 339

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