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The News-Banner Print & Audit Co., Denver, Colo.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That H. E. Duncan and Mrs. H. E. Duncan His wife  
 of Tulsa County, Oklahoma, parties of the first part, have  
 mortgaged and hereby mortgage to Parry Carmichael  
 of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Twenty eight (28) in Block Two (2)  
 in Ridgedale Terrace Second Addition, Tulsa,  
 Oklahoma according to the recorded plat thereof;

TREASURER'S RECEIPT  
 I hereby certify that I received \$48 and issued  
 Receipt No. 2531 therefor in payment of mortgage  
 tax on the within mortgage  
 Dated this 31 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 three Hundred seventy five (\$2375.00) and  
no/100 DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable semi annually from January 27th 1923

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

Dated January 27th 1923 for \$2375.00 due one year after datem payable \$45.00  
 on the 27th day of February 1923, and \$45.00 on the 27th day of each succeed-  
 ing month for eleven months, and \$1880.00 on the 27th day of January 1924,  
 bearing interest at 8 per cent per annum payable semi annually.

Subject to a first mortgage of \$2500.00 in favor of the Home Building  
 and Loan Association and a second mortgage for \$1025.00 due the Title Guarantees  
 & Trust Co.

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.

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, they will pay a  
 reasonable attorney's fee of Ten per cent of the total amount herein 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 29th day of January, 1923

H. E. Duncan SEAL

Mrs. H. E. Duncan SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 29th  
 day of January, 1923, personally appeared H. E. Duncan

and Mrs. H. E. Duncan, his wife

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 Dec. 1st 1925 (SEAL) E. N. Riley Notary Public.

I hereby certify that this instrument was filed for record in my office on 30 day of January, A. D., 1923.

at 12 o'clock M. Book 402, Page 401

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