

COMPARED

MORTGAGE RECORD NO. 402

411

220591 DLE

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

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Ralph L. Wood and His Wife, Gertrude P. Wood  
 of Tulsa County, Oklahoma, part 1st of the first part, have  
 mortgaged and hereby mortgage to Harold S. Philbrick  
 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 Fifteen (15) in Block Three (3) of  
 Highlands 2nd Addition to the City of Tulsa, Oklahoma,  
 according to the recorded plat thereof.

This mortgage is subject and inferior to a first mortgage in the sum of \$3,000.00.

TREASURER  
 I hereby certify that I received \$3,000.00 and the  
 Receipt No. 2529 is correct in payment of mortgage  
 tax on the within mortgage.  
 Dated this 31 day of Jan 1923  
 WAYNE L. DICKEY, County Treasurer  
W. J. Deputy

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

eight DOLLARS  
 with interest thereon at the rate of eight per cent, per annum, payable monthly from now to date  
 according to the terms of ten certain promissory note S described as follows, to-wit:

Ten notes this date executed and delivered numbered 1 to 10, inc., the  
 first nine of said notes being for the sum of \$30.00 and the 10th note being for the  
 sum of \$41.45. The first note matures on the 18th day of February, 1923 and one note  
 on the 18th day of each and every month thereafter until all of said notes are paid.  
 Said notes bear interest at the rate of 8% per annum computed and payable monthly on  
 whole sum unpaid each month, such interest being included in the face of each note.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part is 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 is shall be entitled to the immediate possession of  
 the premises and all rents and profits thereof.

Said part is 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 \$50. and 10% of the amount recovered. DOLLARS  
 which this mortgage also secures.

Part is 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 18th day of January, 1923

Ralph L. Wood SEAL  
Gertrude P. Wood SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Harold J. Sullivan, a Notary Public in and for said County and State, on this 18th  
 day of January, 1923, personally appeared Ralph L. Wood

and Gertrude P. Wood, His Wife  
 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 March 4th, 1924 (SEAL) Harold J. Sullivan Notary Public.

I hereby certify that this instrument was filed for record in my office on 31st day of Jan A. D. 1923  
 at 10:40 o'clock A. M Book 402, Page 411

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