

220730 DLE

COMPARED

SECOND REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Leon Levy and Tillie Levy his wife,

a of Tulsa County, Oklahoma, part 1st of the first part, ha. V.S.
 mortgaged and hereby mortgage to Julien Halff

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

Lot Fifteen (15) in Block Number One (1)
 in Kraitsz-Gerlach Addition to the City of
 Tulsa, Tulsa County, Oklahoma according to
 the recorded plat thereof.

\$5120.00

This mortgage subject to a first mortgage of

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 One Thousand (\$1000.00) -----

No. 100 -----

DOLLARS

with interest thereon at the rate of 9% per cent, per annum, payable monthly ----- from ----- date -----

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

\$1000.00

Tulsa, Oklahoma.

Feb. 1st, 1923

One note dated Feb. 1st, 1923, in the sum of \$1000.00 payable to the order of
 Julien Halff bearing interest at the rate of 10% per annum, payable monthly
 as follows: -The sum of \$100.00 on the 1st day of January, 1923, and the sum of \$200.00 on the 1st day of each and every month
 thereafter until paid in full.

----- for payment of mortgage

----- 1923

Wayne L. Dealey, Deputy Treasurer

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

Said part 1st 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 \$15.00 and 10% of principal sum ----- DOLLARS,
 which this mortgage also secures.

Part 1st 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 1st day of February, 1923.

Leon Levy

SEAL

Tillie Levy

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 1st
 day of February, 1923, personally appeared Leon Levy and Tillie Levy his wife

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 May 3, 1924 (SEAL) J. R. Clark Notary Public.

I hereby certify that this instrument was filed for record in my office on 1st day of Feb. A. D. 1923
 at 4.45 o'clock P. M. Book 402, Page 420

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

TREASURER'S ENDORSEMENT
 I hereby certify that I received \$20.00 and issued
 Receipt No. 1522 therefor in payment of mortgage
 tax on the within mortgage
 dated this 2nd day of Feb. 1923
 Wayne L. Dealey, Deputy Treasurer