

220916 - C, M. J.

SECOND

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Anna J. Justice

a _____ of Tulsa County, Oklahoma, part Y of the first part, ha^S
 mortgaged and hereby mortgage^S to Frank S. Silsby
 of _____ part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot number eighteen (18) in Block number Twenty (20)
 in the Townsite of Carbondale Oklahoma.

(This Mortgage together with the note which it secures, is given as part
 and parcel of the purchase price of the above described property)

TREASURER'S RECEIPT

I hereby certify that I received \$ 130
 Receipt No. 7596 in payment of mortgage
 tax on the within _____
 dated this 5 day of Feb 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

Thirteen hundred and fifteen no/100

DOLLARS

with interest thereon at the rate of eight per cent, per annum, payable monthly annually from even date herewith
 according to the terms of one certain promissory note described as follows, to-wit:

Dated at Tulsa, Okla. February first 1923, for the sum of \$1315.00 bearing
 interest at 8% per annum payable monthly. The principal to be paid in
 installments of \$14.50 per month. First payment due March 1st 1923.

This mortgage is given subject, and is inferior, to a certain mortgage for
 \$800.00 and interest, given by said party to United Savings and Loan Co. and
 dated January 20th, 1923.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part Y hereby
 covenant S 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.

or interest of this or the first mortgage above referred to

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 Y shall be entitled to the immediate possession of
 the premises and all rents and profits thereof.

Said part Y of the first part hereby agree^S, that in the event action is brought to foreclose this mortgage, she will pay a
 reasonable attorney's fee of Fifty No/100 DOLLARS,
 which this mortgage also secures.

Part Y of the first part, for said consideration, do^{es} hereby expressly waive appraisalment of said real estate and all benefit of the
 homestead, exemption and stay laws in Oklahoma.

Dated this First day of February, 1923.

Anna J. Justice

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 3rd
 day of February, 1923, personally appeared

Anna J. Justice

and _____
 to me known to be the identical person who executed the within and forgoing instrument and acknowledged to me that she executed
 the same as her 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 Mar. 7, 1925. (Seal) Hazel Stephens. Notary Public.

I hereby certify that this instrument was filed for record in my office on 5th day of Feb. A. D., 1923
 at 9:00 o'clock A. M. Book 402, Page 436
 By Brady Brown, Deputy, (Seal) O. G. Weaver, County Clerk.