

221052 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Anna E. Burke and husband, Thomas J. Burke  
of Tulsa County, Oklahoma, part 1<sup>st</sup> of the first part, have  
mortgaged and hereby mortgage to Harold S. Philbrick  
of Tulsa County, Oklahoma, part 1<sup>st</sup> of the second part, the following described real estate and premises situated in  
Tulsa County, State of Oklahoma, to-wit:

All of Lot Fourteen (14) in Block Sixteen (16) of  
the Re-Subdivision of Block Six (6) and Lots One  
(1), Two (2) and Three (3) in Block Four (4) of  
Terrace Drive Addition to the City of Tulsa, Okla-  
homa, according to the recorded plat thereof.

This mortgage is subject and inferior to a first  
mortgage in favor of the Southwestern Mortgage  
Company for the sum of \$3,500.00.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$180.00 and I issued  
Receipt No. 7610 therefor in payment of mortgage  
tax on the within mortgage.

Dated this 6 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

Three Thousand and No/100

DOLLARS

with interest thereon at the rate of eight per cent, per annum, payable monthly

according to the terms of 3 certain promissory note 8 described as follows, to-wit:

Thirty-six notes this date executed and delivered each for the sum of \$80.00, the  
first note maturing on the 3d day of March, 1923 and one note on the 3d day of each  
and every month thereafter until all of said notes are paid, said notes being numbered  
1 to 36 and one note this date executed and delivered for the sum of \$571.65 said note  
being numbered No. 37 and maturing three years and one months from date. Said notes  
bear interest at the rate of 8% per annum computed and payable monthly on whole sum  
unpaid each month. In case the 1st parties are still in possession of the property at  
the time the 37th note matures and have made all payments promptly on both the first  
and second mortgages and kept all other legal charges against the property paid then  
the second party agrees to carry balance then due on same monthly payment basis until  
fully paid out.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 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 1<sup>st</sup> 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 1<sup>st</sup> 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 3d day of February, 1923

Anna E. Burke SEAL

Thomas J. Burke SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

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

Anna E. Burke

and Husband, Thomas J. Burke

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 Mar. 4, 1924. (Seal) Harold J. Sullivan, Notary Public.

I hereby certify that this instrument was filed for record in my office on 6 day of Feb. A. D. 1923  
at 2:00 o'clock P. M. Book 402, Page 447

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