

215220

C.M.J.

COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That William Frank Helfrich and Hazel M. Helfrich, his wife

a of Tulsa County, Oklahoma, part ies of the first part, ha.....
 mortgaged and hereby mortgage to R. B. Downing

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

Lot Eighteen (18) in Block Eight (8) Eastlawn
 Addition to the city of Tulsa, Tulsa County,
 Oklahoma, according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 400.00 and issued
 receipt No. 1462 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 1 day of Dec 192 2

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

Four Hundred (\$400.00)

DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable monthly annually from date

according to the terms of 10 certain promissory note S described as follows, to-wit:

Ten notes dated Nov. 29th, 1922 in the sum of \$40.00
 each. The first due Dec. 29th, 1922 and one on the
 29th of each and very month thereafter together with
 interest thereon at the rate of 8% per annum, computed
 and paid monthly.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies 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 V 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, will pay a
 reasonable attorney's fee of Fifty (\$50.00) DOLLARS,
 which this mortgage also secures.

Part ies 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 November, 19 22

William Frank Helfrich

SEAL

Hazel M. Helfrich

SEAL

STATE OF OKLAHOMA, County of Tulsa ss:

Before me, a Notary Public in and for said County and State, on this 29th
November, 19 22, personally appeared.....

William Frank Helfrich

Hazel M. Helfrich, his wife

and
 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 6-13-25 (Seal) Mildred Walters, Notary Public.

I hereby certify that this instrument was filed for record in my office on 1 day of Dec. A. D. 19 22
 at 3:45 o'clock P. M. Book 402, Page 48

By F. Delman, Deputy. (Seal) O. D. Lawson, County Clerk.