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222074 C.M.J.

COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. G. Reichel and M. Evelyn Reichel, his wife

a of Tulsa County, Oklahoma, part 1es of the first part, have mortgaged and hereby mortgage to H. N. Potter

of part 17 of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

All of Lot (10) Block Nine (9) Hilcrest Addition to Tulsa, Oklahoma, according to the recorded plat thereof.

This Mortgage given subject and inferior to a first Mortgage in favor of the Midland Savings & Loan Company of Denver, Colorado in the amount of \$4000.00 bearing date of January 4th, 1923.

I hereby certify that the above is a true and correct copy of the original as recorded in my office.

Record No. 7800

on the within instrument

Dated this 17 day of Feb. 1923

WAYNE L. DICKEY, County Clerk

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

Sixteen Hundred and Eleven and 08/100

DOLLARS

with interest thereon at the rate of 8% per cent, per annum, payable annually from January Fourth (4) 1923.

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

Four Notes for the sum of (\$1611.08) all of which are dated January Fourth (4) 1923, Three of which are for the sum of Five Hundred dollars (\$500.00) each respectively, and one for the sum of One Hundred and eleven and 08/100 Dollars, all of which bear interest at the rate of eight per cent.

One of the said notes to become due July Fourth (4) 1923 for (\$500.00)

One to become due January Fourth (4) 1924, in the sum of (\$500.00) and one for the sum of (\$500.00) to become due on the (4th) day of July 1924, One for the sum of (\$111.08) to become due (4th) January 1925.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 1es 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, and to insure and keep insured in favor of second party buildings on said premises or interest of this mortgage 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 hereby contained, as aforesaid, the principal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and second part 1es shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said part 1es of the first part hereby agree that in the event action is brought to foreclose this mortgage, S will pay a reasonable attorney's fee of One Hundred Dollars (\$100.00) DOLLARS, which this mortgage also secures.

Part 1es 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 4th day of January, 1923.

J. G. Reichel SEAL

M. Evelyn Reichel SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

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

J. G. Reichel

and M. Evelyn Reichel, his wife

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 May 13, 1923. (Seal) E. Hunter Stagg, Notary Public.

I hereby certify that this instrument was filed for record in my office on 17 day of Feb. A.D. 1923 at 10:30 o'clock A.M. Book 402, Page 508.

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