

222318 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Elberta Florence Richards and W. B. Richards (her husband)

a _____ of Tulsa County, Oklahoma, part ^{ies} of the first part, have mortgaged and hereby mortgage to Perry Carmichael

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

All of lot thirty five (35) Block two (2) Subdivision of part of block five (5) Terrace Drive Addition to the city of Tulsa, Tulsa County Oklahoma, according to the recorded plat thereof.

7827 in payment of mortgage
Dated this 20 day of Feb., 1923

WAYNE L. DICKLEY, 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

Twenty Seven Hundred, Fifty and No/100 (\$2750.00) DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable Monthly annually from Date

according to the terms of 38 certain promissory notes described as follows, to-wit:

35 notes in the sum of \$25.00 each, the first of which is due Mar. 1st 1923 and one on the 1st of each and every month thereafter for a period of thirty five months. One note in the sum of \$150.00 due six months from date hereof. One note in the sum of \$300.00 due six months from date hereof. One note in the sum of \$1425.00 due 36 months from date hereof. All notes are dated Feb. 1st 1923 and bear interest at the rate of 8 per cent per annum from date. Interest to be computed and paid monthly on the entire unpaid balance each month.

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 ^{ies} 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, they will pay a reasonable attorney's fee of Ten Dollars and 10% 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 1st day of Feb., 1923

W. B. Richards SEAL

Elberta Florence Richards SEAL

STATE OF OKLAHOMA, County of Tulsa ss:

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

W. B. Richards

and Elberta Florence Richards

to me known to be the identical persons 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 11-29-26 (Seal) Faye Henry, Notary Public.

I hereby certify that this instrument was filed for record in my office on 20 day of Feb., A. D., 1923 at 11:40 o'clock A. M. Book 402, Page 518

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