

COMPARED

MORTGAGE RECORD NO. 402

222494 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. Frank Rhodes and wife

a _____ of Tulsa County, Oklahoma, part ^{ies} of the first part, have mortgaged and hereby mortgage to C. I. Trimble, Attorney in facet of _____ part ^V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

South One Hundred feet (100') of Lots Twenty-seven (27) and Twenty-eight (28), in Block Six (6) Overlook Park Addition to the city of Tulsa, Oklahoma, according to the Amended Plat thereof.

TREASURER'S RECEIPT
I hereby certify that I received \$ 110 and with
Receipt No. 7687 transfer in payment of mortgage
tax on the within mortgage.
Dated this 23 day of Feb, 1923.
WAYNE L. BUCKLEY, County Treasurer
aj

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 _____

One Thousand One Hundred Twenty-five (\$1125.00)

DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable semi-annually from _____ date according to the terms of one certain promissory note described as follows, to-wit:

One installment promissory note of even date herewith in the sum of \$1125.00 with interest thereon at the rate of 8 per cent. per annum, payable semi-annually, payable in installments of \$10.00 per month, beginning on the 5th day of March, 1923, and on the 5th day of each and every month thereafter, until the whole sum is paid. Interest payable semi-annually.

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, they will pay a reasonable attorney's fee of One Hundred Fifteen (\$115.00) 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 14th day of February, 1923.

J. Frank Rhodes

SEAL.

SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 14th day of February, 1923, personally appeared _____

J. Frank Rhodes and 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 Sept. 29, 1924 (Seal) Winnifred McMichael, Notary Public.

I hereby certify that this instrument was filed for record in my office on 21 day of Feb., A. D., 1923 at 3:30 o'clock P.M. Book 402, Page 532
By Brady Brown, (Seal) Deputy, O. G. Weaver, County Clerk.