

222810 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Oswald A. Herzog and Floydene K. Herzog, husband and wife  
 of Tulsa County, Oklahoma, part ies of the first part, have  
 mortgaged and hereby mortgage to E. S. Grear and Besse Grear  
 of ies part of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot Eight (8) in Block Twelve (12) Hillcrest  
 Addition to the city of Tulsa, Oklahoma, accord-  
 ing to the recorded plat thereof.

This mortgage is subject to a prior mortgage of  
 \$3500. duly of record.

I hereby certify that this mortgage was filed for record on the 27th day of February, 1923, at 2:00 P.M. Book 402, Page 556.

Dated this 27th day of Feb., 1923.

WAYNE L. DORSEY, 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 Six Hundred & No/100

DOLLARS

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

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

One note of \$2600. of even date, payable in monthly installments of \$75.00 per month, being principal and monthly accrued interest. Said note bears interest at 8% per annum, payable monthly on the unpaid principal. The monthly accrued interest is to be credited, as the monthly payments are made, and the balance credited to the principal. The payments are due on the 16th day of each and every month thereafter, beginning March 16th 1923, until the full amount has been paid.

The privilege is hereby given the second parties to pay any part of the principal or all of the principal at any time.

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, ies will pay a reasonable attorney's fee of 10% of the amount of principal sum DOLLARS, which this mortgage also secures.

Part ies of the first part, for said consideration, do hereby expressly waive appraisal of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 16th day of February, 1923.

Floydene K. Herzog

SEAL

Oswald A. Herzog

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Harry L. Jenkins, a Notary Public in and for said County and State, on this 16th day of February, 1923, personally appeared

Oswald A. Herzog and Floydene K. Herzog, husband and wife,

and they to me known to be the identical person ies 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 hand and official seal the day and year last above written.

My commission expires August 19th, 1926. (Seal) Harry L. Jenkins, Notary Public.

I hereby certify that this instrument was filed for record in my office on 26 day of Feb. A. D., 1923.

at 2:00 o'clock P. M. Book 402, Page 556

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