

COMPARED

MORTGAGE RECORD NO. 402

585

223265 DLE.

The Tulsa Daily Press & Herald Co., Tulsa, Okla.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Wm. E. Jordan and Mrs. Ella Jordan his wife of Tulsa

of Tulsa County, Oklahoma, party Y of the first part, have

mortgaged and hereby mortgage to Tula Gilas

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

Lot Nine (9) of Block Fourteen (14)
in the Fairview Addition to the City
of Tulsa, Oklahoma.

RECORDED
I hereby certify that I received 26 dollars
from Wm. E. Jordan and Mrs. Ella Jordan in payment of mortgage
No. 8037 of the within mortgage.
Dated this 3 day of March 1923
WAYNE L. DEAREY, County Treasurer
A. J. Deputy

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 THREE HUNDRED FORTY SEVEN & 97/100

DOLLARS

with interest thereon at the rate of 10 per cent, per annum, payable in monthly installments

according to the terms of 18 certain promissory notes as described as follows, to-wit:

17 notes in the sum of \$20.00 each, dated, 3/1/23, and due on the 20th day of each month thereof until fully paid; the last note in the sum of \$7.97 and same date as other notes.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party 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.

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 party shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said party Y 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 One Hundred DOLLARS, which this mortgage also secures.

Part Y 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 March, 1923.

Wm. E. Jordan SEAL

Mrs. Ella Jordan SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 1st day of March, 1923, personally appeared Wm. E. Jordan and Ella Jordan his wife

to me known to be the identical person as 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 Nov. 8th 1924 (SEAL) P. I. Chappelle Notary Public.

I hereby certify that this instrument was filed for record in my office on 2 day of March, A. D. 1923, at 10.25 o'clock A. M. Book 402, Page 585.

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