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215609 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Dale Reynolds and Edwina Reynolds (husband and wife)

of Tulsa County, Oklahoma, part 1es of the first part, have mortgaged and hereby mortgage to James T. Whiteley

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

All of Lot One Hundred Seven (107) of the Re-Subdivision of Lots One (1), Two (2), Three (3), Four (4), Five (5), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19) and Twenty (20), in Block One (1); and Lot One (1) in Block Two (2) of Rodgers Heights Addition in Tulsa County, Oklahoma, according to the recorded plat thereof.

This mortgage is subject to a first mortgage in favor of the Home Building & Loan Association in the amount of \$900.00, payable monthly, and a certain mortgage in favor of the Home Building & Loan Association in the amount of \$100.00, payable monthly.

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

Twelve Hundred & No/100

with interest thereon at the rate of 8 per cent, per annum, payable Monthly on deferred payments annually from Date according to the terms of 8 Installment certain promissory note described as follows, to-wit:

One installment note, dated December 2nd, 1922, in the amount of \$1200.00, payable at the rate of \$15.00 per month, the first payment due on January 2nd, 1923 and a like payment of \$15.00 due on the 2nd day of each and every month thereafter until the principal sum is paid. All payments bearing interest at the rate of eight per cent per annum payable monthly on deferred payments.

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.

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 1es 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 Ten Dollars and 10/3 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 2nd day of December, 1922.

Dale Reynolds SEAL

Edwina Reynolds SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 2nd day of December, 1922, personally appeared

Dale Reynolds and Edwina Reynolds (husband and wife)

and to me known to be the identical person 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 Jan. 21-1923. (Seal) D. C. Thomas, Notary Public.

I hereby certify that this instrument was filed for record in my office on 6 day of Dec. A. D. 1922 at 9:05 o'clock A.M. Book 402, Page 71

By F. Delman, Deputy (Seal) O. D. Lawson, County Clerk.

THE ASSURERS ENDORSEMENT  
I hereby certify that I received \$ 1200.00  
6533 therefor in payment of  
within mortgage. Dec 1922  
this 6 day of Dec 1922  
WAYNE L. DICKEY, County Treasurer