

MORTGAGE RECORD NO. 402

215610 C.M.J.

COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That S. A. Holt and Margaret Holt (husband and wife)

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

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

All of Lot Seventy Nine (79) 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 Subdivision in Tulsa County, Oklahoma, according to the recorded plat thereof.

This mortgage is subject to a prior mortgage in the amount of \$900.00 in favor of the Home Building & Loan Association, 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 Date

Installment

according to the terms of 8 certain promissory note described as follows, to-wit:

One Installment note, bearing date of December 5th, 1922, in the amount of \$1200.00, payable monthly at the rate of \$15.00 per month. All payments bearing interest at the rate of eight per cent per annum, payable monthly on deferred payments. The first payment being due on 5th day of January, 1923 and a like payment being due on the 5th day of each and every month thereafter until the principal sum is paid.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties 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 parties shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said parties 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 Ten percent DOLLARS, which this mortgage also secures.

Parties 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 5th day of December, 1922.

S. A. Holt

SEAL

Margaret Holt

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 5th day of December, 1922, personally appeared

S. A. Holt and Margaret Holt (husband and wife)

and 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 hand 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 72

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

TEASURER'S ENDORSEMENT
I hereby certify that I received \$1200.00 and issued therefor in payment of mortgage on the within mortgage.
Dated this 6 day of Dec 1922
WAYNE L. DICKEY, County Treasurer
Deputy