

The News-Bulletin Print & Audit Co., Shawnee, Okla.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Rosie L. Frye and Lee E. Frye, her husband,  
a \_\_\_\_\_ of Tulsa, County, Oklahoma, parties of the first part, have  
mortgaged and hereby mortgage to The First National Bank of Tulsa, Tulsa, Oklahoma,  
of \_\_\_\_\_ part Y of the second part, the following described real estate and premises situated in  
Tulsa County, State of Oklahoma, to-wit:

All of Lot Four (4) in Block Three (3) of Earns Addition  
to the City of Tulsa, Oklahoma, according to the recorded  
plat thereof.

RECORDED IN THE PUBLIC RECORDS OF THE STATE OF OKLAHOMA

13645

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S.B.

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 Forty-Two Hundred Sixty-Nine and 20/100

DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable as stated monthly from \_\_\_\_\_ date \_\_\_\_\_

according to the terms of two certain promissory notes described as follows, to-wit:  
\*\*\* This mortgage is subject and inferior to a first mortgage in the original sum of  
\$3250.00, paid down to \$2730.80, in favor of The Midland Savings & Loan Co.  
One note of even date herewith for the sum of \$3269.20 payable as follows;  
the sum of \$20.00 per month on principal, commencing the 8th day of March,  
1924 and a like sum on 8th day of each month thereafter. In Addition to  
the above monthly payment a principal sum of \$200.00 will be paid on February  
8, 1925 and a like sum on February 8, 1926.  
Any amount remaining unpaid at the expiration of three years from date hereof,  
shall then become due and payable. The above note bears interest at the rate  
of 8% per annum payable monthly on the entire deferred sum due from month to  
month. One note of even date herewith in the principal sum of \$1000.00, due  
ninety days from date and bearing interest at the rate of 8% per annum payable  
at maturity. \*\*\*

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 parties 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 Ten Dollars and Ten per cent - - - - - 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 8th day of February, 1924.

Rosie L. Frye SEAL

Lee E. Frye SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 8th  
day of February, 1924, personally appeared Rosie L. Frye and Lee E. Frye,  
her husband,

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 January 5, 1926. (SEAL) R.W. Lee Notary Public.

I hereby certify that this instrument was filed for record in my office on 8 day of Feb. A. D. 1924  
at 3: o'clock P. M. Book 403, Page 83.

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