

The News-Dispatch Print & Audit Co., Oklahoma City

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Florence Simons and Morris Simons, her husband,

a of Tulsa, County, Oklahoma, parties of the first part, have

mortgaged and hereby mortgage to W. Frank Walker,

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

The North Forty-five (45) feet of Lot Five (5) in Block Three (3) of the Amended plat of Blocks 1-2-3-6-7-8-17-18 and 19 of Broadmoor Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof.

TREASURER'S ENDORSEMENT
I hereby certify that the above described property is subject to a
Receipt No. 13657 dated Feb. 9, 1926
tax on the value of the property of \$4000.00

Date Feb. 9, 1926
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 Seven Hundred & No/100

DOLLARS

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

according to the terms of 9 certain promissory note described as follows, to-wit:

One certain series of Nine notes numbered from 19 to 27 inclusive, dated February 17, 1922. Notes number 19 to 26 inclusive and each in the principal sum of \$75.00 and note number 27 for the principal sum of \$100.00. Note No. 19 matures on March 6, 1924 and one on the 6th day of each month thereafter until all said notes have been paid. All the above notes bear interest at the rate of 8% per annum each note having added to its face the interest on the entire deferred sum due from month to month.

This mortgage is subject and inferior to a first mortgage in favor of Leonard and Braniff of Tulsa, Oklahoma, in the sum of \$4000.00.

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. 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 appraisal of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 2nd day of February, 1924

Florence Simons

SEAL

Morris Simons,

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 Feb., 1924, personally appeared Florence Simons and Morris Simons, her husband,

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. 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 Feby., A. D., 1924

at 4:40 o'clock P. M. Book 403, Page 86

By Brady Brown

Deputy,

(SEAL)

O.G. Weaver,

County Clerk.