

225070 C. J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Charles E. Brown and Lillian F. Brown, his wifeof Tulsa County, Oklahoma, parties of the first part, havemortgaged and hereby mortgage to Thos. P. Melvin and J. H. Boyleparties of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

All of Lot One (1) and the East Twelve and One-half (12½) feet  
of Lot Two (2) Block One (1) Sunset view Addition to the City  
of Tulsa, Oklahoma according to the recorded plat thereof,

## TREASURER'S ENDORSEMENT

Howdy Cash, Part 1, 28  
8349  
20 day March  
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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

One Thousand Four Hundred Four and 00/100 DOLLARS,with interest thereon at the rate of eight per cent, per annum, payable semi- annually from dateaccording to the terms of three certain promissory notes described as follows, to-wit:

One Note for \$468.00 due on or before six months from date hereof.

One note for \$468.00 due on or before twelve months from date hereof.

One note for \$468.00 due on or before eighteen months from date hereof.

All of said notes signed by Charles E. Brown, and Lillian F. Brown,  
payable to the order of Thos. P. Melvin and J. H. Boyle

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, they will pay a reasonable attorney's fee of as provided in said notes 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 12th day of March, 1923.Charles E. Brown SEALLillian F. Brown SEALSTATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 15  
day of March, 1923, personally appeared Charles E. Brown

and Lillian F. Brown, his wife

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 signature and official seal the day and year last above written.

My commission expires August 9, 1926

(SEAL)

Mildred Dodson

Notary Public.

I hereby certify that this instrument was filed for record in my office on 20th day of March, A. D., 1923  
at 5:20 o'clock P. M. Book 439, Page 123

By Brady Brown, Deputy. O. G. Weaver, County Clerk.