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225278 C.M.I.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That B. A. Whitney and Irene A. Whitney, his wife

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

mortgaged and hereby mortgage to... L. E. Crume

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

Lot Twenty-two (22) Block Three (3) of Edgewood
Place Addition to the City of Tulsa, Tulsa County,
Oklahoma, according to the Recorded Plat thereof.

I hereby certify that I received \$296

No. 8419 therefor in payment of which

on the within mortgage.

2000 Dec 22 day of Thurs 1922

WALTER L. BAKER, Army Surgeon

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.

Three Thousand Seven Hundred Fifty and No/100 (\$3750.00) DOLLARS.

eight

with interest thereon at the rate of eight per cent, per annum, payable monthly annually from date

according to the terms of 57 certain promissory note, S described as follows, to-wit:

56 notes numbered 1 to 56 inclusive, each for the sum of \$80.00, said sum include interest at the rate of 8% per annum, computed and payable on entire unpaid sum each month, notes dated March 20th, 1922, first note due one month from date and one note due on even date of each and every month thereafter until all 56 notes are paid.
1 note for the sum of \$30.60 due 57 months from date, said sum includes interest at the rate of 8% per annum to due date.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party^{ies} 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 10% of principal hereof and Ten DOLLARS, which this mortgage also secures.

Part ies of the first part, for said consideration, do hereby expressly waive appraisement of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 20th day of March 1923

E. A. Whitney

Irene A. Whitney

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 20th
day of March, 1923, personally appeared _____

E. A. Whitney
Irene A. Whitney, his wife

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.

March 4th, 1924. (Seal) Harold J. Sullivan, Notary Public.

My commission expires _____

I hereby certify that this instrument was filed for record in my office on 22 day of March A. D., 19 23
at 8:00 O'clock A. M. Book 430, Page 133

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