

225367 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That American Cleaning & Tailoring Company, a corporation

a of Tulsa County, Oklahoma, part V of the first part, has

mortgaged and hereby mortgage to E. E. Frasher

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

Lots Forty-seven (47) and Forty-eight (48) in Block Three (3) College View Addition to the city of Tulsa, Oklahoma.

This mortgage is given subject to an existing mortgage covering said lands in favor of the Exchange Trust Company in the principal sum of Three thousand dollars (\$3,000.00) and bearing date of May 1st, 1922.

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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

(\$5,700.00) Fifty-seven Hundred

DOLLARS.

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

according to the terms of 23 certain promissory note, S described as follows, to-wit:

Twenty-two (22) notes of \$250.00 each and one (1) note in the sum of \$200.00, being numbered one (1) to twenty-three (23) inclusive; said notes being dated March 22, 1923, the first note being due and payable on the 1st day of October, 1924 and one of each additional notes being due and payable on the 1st day of each calendar month thereafter.

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

Said part, V, of the first part hereby agree, S, that in the event action is brought to foreclose this mortgage, - - - will pay a reasonable attorney's fee of ten per cent (10%) of the amount due DOLLARS, which this mortgage also secures.

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

Dated this 22nd day of March, 1923

(Cor. Seal)

American Cleaning & Tailoring Co. SEAL

Attest: Nellie Mendenhall, Secretary.

By L. Mendenhall, President. SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, the undersigned

a Notary Public in and for said County and State, on this 21st

day of March, 1923, personally appeared L. Mendenhall, to me known to be the identical person who subscribed the name of the maker thereof to the within and foregoing instrument as its president, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

to me known to be the identical person who executed the within and foregoing instrument and acknowledged as abovesaid.

the same as above.

Witness my signature and official seal this day and year last above written.

My commission expires Sept. 7, 1926. (Seal) Stanley P. Campbell, Notary Public.

I hereby certify that this instrument was filed for record in my office on 22 day of March A. D., 1923

at 2:40 o'clock P. M. Book 439, Page 136

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