

MORTGAGE RECORD NO. 439

225573 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Leo W. Whiteman and Marguerite Whiteman (husband and wife) of Tulsa County, Oklahoma, part ies of the first part, ha. ve mortgaged and hereby mortgage to H. E. Markey of Tulsa County, Oklahoma, part V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Number Four (4) in Block Number Two (2) of Englewood Addition to the city of Tulsa, according to the recorded plat thereof, with all improvements thereon and appurtenances thereto belonging and warrant the title to the same.

This mortgage is given subject to a first Mortgage for Twenty Five Hundred and no/100 Dollars, held by A. F. Barrus.

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This mortgage is given to secure the principal sum of

Three Thousand, Four Hundred and No/100 (\$3400.00)

with interest thereon at the rate of 8 per cent, per annum, payable monthly annually from date on each individual note according to the terms of 68 certain promissory notes s described as follows, to-wit:

All dated March 20 1923, and payable to H. E. Markey, each for Fifty dollars, one of which will be due April 20, 1923, and one of which will be due on the 20th day of each and every month thereafter until all of the sixty eight notes shall have been paid in full.

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 part shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said part ies 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 One Hundred Dollars 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 20th day of March, 19 23.

Leo W. Whiteman

Marguerite Whiteman

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Harold S. Baer, a Notary Public in and for said County and State, on this 20th day of March, 19 23, personally appeared

Leo W. Whiteman

and Marguerite Whiteman

to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed their the same as 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 7/9/1925. (Seal) Harold S. Baer, Notary Public.

I hereby certify that this instrument was filed for record in my office on 24 day of March, A. D. 19 23 at 9:00 o'clock A. M. Book 439, Page 144

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