

225690 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Richard Flood and Virginie Flood (his wife)a Tulsa, Tulsa County, Oklahoma, part 198 the first part, hasmortgaged and hereby mortgage to J. H. Crahtreeof part Y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Four (4), Block Nine (9) Martin Addition to the city of Tulsa, State of Oklahoma, according to the recorded plat thereof.

"This Mortgage is given subject to a first mortgage

by party that I received \$ 28 of Two Hundred and Twenty Five Dollars.

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WAYNE L. DECKEY, County Treasurer

with all the improvements thereto and appurtenances thereto belonging, and warrant the title to the same.

This mortgage is given to secure the principal sum of

Three Hundred Seventy Five and No/100

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable at maturity of each note annuity from date

according to the terms of 15 certain promissory note S described as follows, to-wit:

Fifteen notes payable at the rate of \$25.00 per month, dated December 26th, 1922. First note due and payable Jan. 26th, 1923 and one due and payable on the 26th day of each month thereafter until the full amount is paid, with interest at the rate of 8 per cent payable at maturity of each note.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 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 part Y 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 S, that in the event action is brought to foreclose this mortgage, - - will pay a reasonable attorney's fee of \$10.00 and 10 per cent of the full amount unpaid DOLLARS, which this mortgage also secures.

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

Dated this 26th day of December, 19 22

Richard Flood

SEAL

Virginie Flood

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, - -, a Notary Public in and for said County and State, on this 26th day of December, 19 22, personally appeared

Richard Flood

and Virginie Flood (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.

My commission expires Aug. 16, 1924. (Seal) W. W. Jamar, Notary Public.

I hereby certify that this instrument was filed for record in my office on 26 day of March A. D. 19 23

at 2:45 o'clock, P. M. Book 439, Page 154

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