

225708 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Clarence J. Brown and

a of Tulsa, Tulsa County, Oklahoma, part ^{ies} of the first part, have mortgaged and hereby mortgage to May Ingersoll

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

All of Lot No. Thirty Three ~~Three~~ (33) and the South ten feet (S10) of Lot Thirty Four (34) in Block Twelve (12) Capitol Hill First Addition to the city of Tulsa, according to the amended plat of the original addition, with all improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

This mortgage is given subject to a certain First Mortgage for Seven Hundred Dollars in favor of ~~Wm. L. Hughes~~ L. Hughes due June 9, 1923. The same being on record in Tulsa County in Book --- Page ~~--- Instrument~~ No. 157708

I hereby certify that I received \$ 66 and issued Receipt No. 8776 therefor in payment of mortgage tax on the within mortgage.

Dated this 27 day of March 1923

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same WAYNE L. DICKEY, County Treasurer

This mortgage is given to secure the principal sum of

Eleven Hundred and 00/100 (\$1100.00)

DOLLARS,

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

according to the terms of 44 certain promissory note 8 described as follows, to-wit:

All dated March 16, 1923, each for Twenty-five Dollars, each payable to May Ingersoll; one due April 16, 1923 and one due on the 16th day of each and every month thereafter until all of the 44 notes shall have been fully paid.

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 ^V 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, will pay a reasonable attorney's fee of One Hundred ten 00/100 DOLLARS, which this mortgage also secures.

Part ^{ies} 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 6 day of March, 19 23

Clarence J. Brown SEAL

Elvina Brown SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 6th day of March, 19 23, personally appeared

Clarence J. Brown

and Elvina Brown

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.

July 9, 1925. (Seal)

Harold S. Baer,

My commission expires 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 4:00 o'clock P. M. Book 439, Page 157

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