

225899 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Mary A. Rambo, Ruby B. Powell and her husband, M. H. Powell,
 of Tulsa County, Oklahoma, part ies of the first part, ha S
 mortgaged and hereby mortgage to A. J. Love & B. G. Whitestone
 of ies part ies of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot four (4) Block Six (6) in Irving Place, an addition
 to the city of Tulsa, Tulsa County, Oklahoma, according
 to the recorded plat of said addition and all improvements
 thereon.

(It is understood that this is a second mortgage, the first
 mortgage being for \$3250.00 held by the Calvert Mortgage
 Company.)

(owners to carry enough insurance to protect both first
 mortgage and second mortgage.

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

A. J. Love & B. G. Whitestone

This mortgage is given to secure the principal sum of ies

Seventeen hundred fifty (1750.00)

DOLLARS,

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

according to the terms of 50 certain promissory note S described as follows, to-wit:

One note for \$35.00, dated Jan. 20th, due Feb. 15th, 1923, and one note dated Jan.
 20th 1923 due March 20th, 1923, and 48 notes of same amount dated Jan. 20th, 1923
 due every thirty days thereafter until paid, all at the rate of 8 1/2 % interest, payable
 monthly each note to bear its own interest.

evidence of the within indebtedness.

I hereby certify that I received \$1750.00 and issued
 Receipt 8498 in payment of mortgage
 as on the within mortgage.

Dated this 28 day of March 1923

WAYNE L. DICKEY, County Treasurer

Deputy

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies hereby
 covenant ies and agree ies 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.

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 ies 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, ies they ies will pay a
 reasonable attorney's fee of \$175.00 DOLLARS,
 which this mortgage also secures.

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

Dated this 22 day of Jan. 1923, 19 ies

Mary A. Rambo

SEAL

Ruby B. Powell

SEAL

M. H. Powell

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ies, a Notary Public in and for said County and State, on this 22nd
 day of January, 19 23, personally appeared ies

Mary A. Rambo, Ruby B. Powell & M. H. Powell

and ies
 to me known to be the identical person S who executed the within and foregoing instrument and acknowledged to me that ies they ies executed

the same as ies their ies 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 July 8, 1926. (Seal) Lucy Belle Johnston, Notary Public.

I hereby certify that this instrument was filed for record in my office on 28 day of March, A. D., 19 23

at 10:00 o'clock A. M. Book 439, Page 169

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