

226367 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W. A. Rigby, Sylvia Lucile Rigby (his wife) and P. J. Prosser and Sylvia Lynn Prosser (his wife) of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to J. Lyons

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

Lot three (3) of the re-survey of Block Four (4) of the Abdo Addition to the city of Tulsa, Oklahoma, according to the recorded plat thereof.

This is a second mortgage; the first mortgage being for \$2,000.00 and payable to H. J. Brickner. #1.

State of Louisiana, Parish of Orleans. (ss. Before me a Notary Public for the above named Parish and state on this 8th day of March 1923, personally appeared Mrs. Sylvia Lynn Prosser wife of P. J. Prosser, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her 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 is for life. (Seal) Gabriel Twoody Jr. Not. Pub.

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

Seven Hundred Fifty and no/100

with interest thereon at the rate of 8 per cent, per annum, payable monthly annually from March 2nd, 1923

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

One (1) note for \$750.00 dated March 2nd, 1923 payable in installments of \$50.00 per month, said installments to be paid on or before the 2nd day of each and every month hereafter beginning, the 2nd day of April 1923. Deferred payments to bear interest at the rate of 8% per annum from March 2nd, 1923 until paid; interest payable monthly. If any of said installments become delinquent for 60 days the entire unpaid balance shall at once become due and payable at option of the holder. Installments payable at the Planters and Mechanics Bank, Tulsa, Okla.

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.

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 W 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 Seventy Five and no/100 (\$75.00) DOLLARS, which this mortgage also secures.

Part ies 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 2nd day of March, 1923

Mrs. Sylvia Lynn Prosser

P. J. Prosser

W. A. Rigby

Sylvia Lucile Rigby

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 2nd day of March, 1923, personally appeared

W. A. Rigby, Sylvia Lucile Rigby (his wife) and P. J. Prosser

and

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. 14, 1924. (Seal) G. W. Allan, Notary Public.

I hereby certify that this instrument was filed for record in my office on 2 day of April, A. D., 1923 at 3:50 o'clock P. M. Book 439, Page 218

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