

MORTGAGE RECORD NO. 439

226427 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Bura E. Taylor and Linnie Taylor, his wife

a of Tulsa County, Oklahoma, parties of the first part, have

mortgaged and hereby mortgage to..... F. S. Wiley

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

All of Lots One (1) and Two (2) in Block Two (2) Twin Cities Sub-Division located in Southeast Quarter of Section 6, Twp. 19 N. Range 12 E.

8631 - 60 - and issued

Dated Ch. 3 . . . apr 1923

WAYNE L. DUALY, County Treasurer

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..

One Thousand and no/100 (\$1000.00) DOLLARS.

with interest thereon at the rate of eight per cent, per annum, payable - annually from date

according to the terms of 40 certain promissory note, s described as follows, to-wit:

interest on each note to be paid as the same falls due. Each of the forty notes for \$25.00 (Twenty Five Dollars) and each dated April 2, 1923, one note due on the 19th day of May 1923, and one note due on the 19th day of each and every month thereafter until all of the forty 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 ¹⁰⁵part~~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 party, Y, shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said parties 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 DOLLARS, which this mortgage also secures.

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

Dated this 2nd day of April, 1923

Bura E. Taylor

..SEAL.

Linnie Taylor

..SEAL.

STATE OF OKLAHOMA, County of Tulsa ss:

Before me, _____, a Notary Public in and for said County and State, on this Second day of April, 1925, personally appeared _____

Bura E. Taylor and Linnie Taylor, husband and wife

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 July 9, 1925. (Seal) Harold C. Baer, Notary Public.

I hereby certify that this instrument was filed for record in my office on 3 day of April, A. D., 1923
at 9:00 o'clock A. M. Book 439, Page 222

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