

COMPARED

## MORTGAGE RECORD NO. 439

226476 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That

N. I. Barber and Ethel Barber, his wife,

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

mortgaged and hereby mortgage to Owen C. Cash

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

Lots Twenty-three (23) and Twenty-four (24) in Block  
Five (5) in Addo Addition to the city of Tulsa,

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 Eight Hundred (\$1,800.00)

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable semi-annually from date

according to the terms of (36) certain promissory notes described as follows, to-wit:

Thirty-six promissory notes all dated March 29, 1923 and each for the amount of Fifty (\$50.00) Dollars. The first note is due on May 1st, 1923, and one note falls due on the first of each and every month thereafter until all notes are paid. All of said thirty-six notes are signed by the mortgagors, N. I. Barber and Ethel Barber, his wife, and are payable to the mortgagee, Owen C. Cash, or his order. Interest on said notes is to be paid semi-annually at the rate of eight per cent per annum. This mortgage is subject to a first mortgage of \$3,500.00 covering above described premises.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties 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 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, they will pay a reasonable attorney's fee of Two Hundred (\$200.00) DOLLARS, which this mortgage also secures.

Parties 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 29th day of March, 1923

N. I. Barber

SEAL

Ethel Barber

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 29th day of March, 1923, personally appeared

N. I. Barber

and Ethel Barber, his wife,

to me known to be the identical persons 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 Dec. 18, 1923. (Seal)

I. V. Stephenson,

Notary Public.

I hereby certify that this instrument was filed for record in my office on 3 day of April, A. D., 1923

at 11:00 A. M. Book 439, Page 224

By Brady Brown,

(Seal)

O. G. Weaver,

Deputy. County Clerk.