

226732 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Louie M. Rawlings and Ralph Rawlings, wife and husband

a of Tulsa, Tulsa County, Oklahoma, part 109 of the first part, have mortgaged and hereby mortgage to Perry Carmichael

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

Lot Twenty Eight (28) in Block Two (2) in Ridgedale Terrace  
Second Addition to the city of Tulsa, Oklahoma, according  
to the recorded thereof.

I hereby certify that I received \$ 240 and issued  
Receipt No. 2717 in payment of mortgage  
tax on the within mortgage.  
Dated this 6 day of April 1923  
WAYNE L. DICKET, 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

Twenty Four Hundred Twenty Five and no/100 DOLLARS.

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

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

Dated March 10th, 1923 payable in installments of Thirty and no/100 Dollars (\$30.00) per month, said installments to be paid on or before the 10th of each and every month hereafter beginning the 10th day of April, 1923. If any of said installments become delinquent for 60 days the entire balance shall at once become due and payable at the option of the holder.

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 part 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, they will pay a reasonable attorney's fee of Two Hundred Forty Two and 50/100 DOLLARS, which this mortgage also secures.

Part 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 10th day of March, 1923

Louie M. Rawlings  
Ralph Rawlings

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 10th day of March, 1923, personally appeared

Louie M. Rawlings  
Ralph Rawlings, wife and husband

and 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 October 4th, 1924. (Seal) B. K. Grotkop, Notary Public.

I hereby certify that this instrument was filed for record in my office on 5 day of April, A. D., 1923

at 2:00 o'clock P. M. Book 439, Page 245

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