

226865 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. W. Whitney and Mary E. Whitney

a of Tulsa County, Oklahoma, part^{ies} of the first part, ha-
mortgaged and hereby mortgage to Mrs. H. H. Wilson
of Tulsa, Oklahoma part^{ies} of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

Lot 15, Block 17 Cherokee Heights Addition to Tulsa,
Oklahoma.

Received of J. W. Whitney and Mary E. Whitney the sum of \$975.00 for principal and interest on the within mortgage
Dated this 7th day of April 1923
WAYNE L. LICKLEY County Treasurer
Deputy

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 Nine Hundred and Seventy Five and No/100 DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable from date
according to the terms of One certain promissory note described as follows, to-wit:

Note dated October 5, 1922, in the sum of \$975.00, payable at the rate of
25.00 per month beginning on November 5th, 1922.

This mortgage is given subject, and is inferior, to a certain mortgage for
\$2500.00 and interest, given by said parties to Warm & Home Savings and Loan
Assn. Co.

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.

or interest of this or the first mortgage above referred

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 in the first mortgage above referred to, 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, that in the event action is brought to foreclose this mortgage, they 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 appraisalment of said real estate and all benefit of
the homestead, exemption and stay laws in Oklahoma.

Dated this 5th day of October, 1922

J. W. Whitney SEAL
Mary E. Whitney SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 5th
day of October, 1922, personally appeared
J. W. Whitney and Mary E. Whitney, his 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 Feb. 6, 1926. (Seal) W. A. Setser, Notary Public.

I hereby certify that this instrument was filed for record in my office on 6th day of April A. D., 1923
at 11:30 o'clock A. M. Book 439, Page 255
By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk.