

COMPARED

227072 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Roy W. Collins and Gladys Collins, his wife,

a _____ of _____ Tulsa _____ County, Oklahoma, part ^{ies} of the first part, have
 mortgaged and hereby mortgage to C. S. Lovern and J. H. Orbelding
 of _____ part ^{ies} of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Sixteen (16) in Block Four (4) in the Edgewood
 Place Addition to the city of Tulsa, Tulsa County,
 Oklahoma, according to the recorded plat thereof.

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-two Hundred and Fifty (\$2250.00)

DOLLARS.

with interest thereon at the rate of 8 per cent, per annum, payable quarterly _____ date _____

according to the terms of _____ 10 _____ certain promissory note _____ described as follows, to-wit:

One note for \$173.50 due June 28th, 1923; one note for \$81.50 due June 28th, 1923; one note for \$179.10, due Sept. 28th, 1923; one note for \$81.00 due Sept. 28th, 1923; one note for \$265.30 due December 28th, 1923; one note for \$270.60 due March 28th, 1924; one note for \$276.00 due June 28th, 1924; one note for \$281.55 due Sept. 28th, 1924; one note for \$287.15 due Dec. 28th, 1924; and one note for \$354.30 due March 28th, 1925.

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 ^{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 \$25.00 and 10 percent of amount remaining unpaid. _____ 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 28th day of March, 1923.

Roy W. Collins

SEAL.

Gladys Collins

SEAL.

STATE OF OKLAHOMA, County of _____ Tulsa _____, ss:

Before me, _____, a Notary Public in and for said County and State, on this 28th day of March, 1923, personally appeared _____

Roy W. Collins and Gladys Collins, his wife,

and _____
 to me known to be the identical person _____ 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 _____ and official seal the day and year last above written.

My commission expires August 19th, 1926. (Seal) Harry L. Jenkins, Notary Public.

I hereby certify that this instrument was filed for record in my office on 9 day of April, A. D., 1923

at 4:00 o'clock P. M. Book 479, Page 273
 By _____ Deputy. (Seal) O. G. Weaver, County Clerk.