

The News Dispatch Printing & Audit Co., Shawnee, Okla.

227362 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That William A. Rogers and Myrtle M. Rogers (his wife)a _____ of Tulsa _____ County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Richard Floodof _____ part ies of the second part, the following described real estate and premises situated in Tulsa Tulsa County, State of Oklahoma, to-wit:

All of Lot Three (3) and the North Half of Lot Four (4) in Block Four (4), Adams Addition to the city of Tulsa, Tulsa County, Oklahoma, according to the Recorded plat thereof.

"This Mortgage is given subject to a first Mortgage of Nine Hundred Dollars"

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 Fifty and No/100

with interest thereon at the rate of 8 per cent, per annum, payable monthly annually from _____ date payable monthly on the unpaid balance 1 dated 3-26-23, according to the terms of _____ certain promissory note _____ described as follows, to-wit:

one note for One Thousand and Fifty Dollars payable at the rate of Twenty Five Dollars per month, first payment due and payable on the 26th day of April 1923, and one due and payable on the 26th day of each month thereafter until the full amount is paid, with interest at the rate of 8 per cent, payable monthly on the unpaid balance.

evidence of the within indebtedness.

I hereby certify that I have received and used Receipt No. 8823 as evidence of payment of mortgage tax on the within note.

Dated this 12 day of April 1923

WAYNE L. DICKEY, County Treasurer

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 parties 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 \$10.00 and 10 per cent of the full amount unpaid DOLLARS, which this mortgage also secures.

Parties of the first part, for said consideration, do as hereby expressly waive appraisalment of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 26th day of March, 19 23.

William A. Rogers

SEAL

Myrtle M. Rogers

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 26th day of March, 19 23, personally appeared _____

William A. Rogers

and Myrtle M. Rogers, (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 December 2, 1926. (Seal) Tula A. Cofer, Notary Public.

I hereby certify that this instrument was filed for record in my office on 12 day of April, A. D., 19 23

at 3:00 o'clock P. M. Book 439, Page 295

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