

227691 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That O. G. Merrifield and Lillian F. Merrifield (his wife)

a _____ of _____ Tulsa _____ County, Oklahoma, part ^{ies} the first part, ha^{ve}

mortgaged and hereby mortgage to _____ David E. Chase

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

All of lot ten (10) Block nineteen (19) Irving Place Addition
to the city of Tulsa, Tulsa County, Oklahoma according to the
recorded plat thereof.

RECEIVED BY THE COUNTY CLERK
Tulsa County, Oklahoma
Receipt No. 8904
Date 17 Apr 1925
Wayne L. Dickson, 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 _____

Two thousand five hundred and twenty five (\$2,525.00) DOLLARS.

with interest thereon at the rate of ^{8 1/2} per cent, per annum, payable Semi annually from dateaccording to the terms of three certain promissory note^s described as follows, to-wit:

Three notes dated April 10th, 1923 numbered from one to three inclusive two
notes in the sum of \$225.00 each, the first of which shall be due and payable
six months from date, and the second shall be due and payable one year from
date, number three in the sum of (\$2,075.00) due three years from date with
interest on all the above notes at the rate of 8 1/2 payable semi-annually.

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, 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 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, _____ will pay a
reasonable attorney's fee of \$100.00 and 10% of the unpaid balance 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 10th day of April, 1925

O. G. Merrifield

SEAL

Lillian F. Merrifield

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 16th

day of April, 1925, personally appeared

O. G. Merrifield

and Lillian F. Merrifield (his wife)

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 October 24th, 1925. (Seal) J. Edgar Freeman, Notary Public.

I hereby certify that this instrument was filed for record in my office on 16 day of April, A. D., 1925

at 2:40 o'clock P. M. Book 439, Page 516

By Brady Brown, Deputy. O. G. Weaver, County Clerk.