

#227811 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That H.B. Minton and Jarette Minton, his wife, of Tulsa, of Tulsa, County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Thomas Wiawall, 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 Twenty-three (23) in Block Three (3) Highlands' Second Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof.

8120

18 May 1923

WAYNE L. BERRY, County Treasurer

8/60

This mortgage is subejet to a first mortgage now a lien upon the above described premises in the sum of \$3,000.00 Dollars bearing interest at the rate of 8 per cent per annum, in favor of Thomas Wiswall.

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 and no/100 (\$2,000.00) DOLLARS,

with interest thereon at the rate of 9 per cent, per annum, payable monthly ~~XXXXX~~ from date

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

\$2,000.00 Tulsa, Oklahoma, April 16, 1923.
For value received, I, we, or either of us promise to pay to the order of Thomas Wiswall the sum of Two Thousand Dollars (\$2,000.00) in installments of Forty and no/100 (\$40.00) interest and principal per month; said installments to be paid on or before the 16th day of each and every month hereafter beginning the 16th day of May 1923. ~~Deferred~~ payments to bear interest at the rate of 9 per cent per annum from date until paid; interest payable monthly. If any said installments become delinquent for 60 days the entire unpaid balance shall at once become due and payable at the option of the holder. Negotiable and payable at the Exchange National Bank, Tulsa, Oklahoma, This note is secured by mortgage on Lot 23 in Block 3 in Highlands Second Addition to Tulsa, Oklahoma.

H.B. Minton,
Jeanette Minton.

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. Privilege is given mortgagors to anticipate payment of this mortgage at any interest paying date.

Said parties 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 Two Hundred and No/100 DOLLARS, which this mortgage also secures.

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

Dated this 16th day of April A.D., 1923.

H.B. Minton SEAL

Janette Minton 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, 1923, personally appeared H.B. Minton and Jeanette Minton, his wife,

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 signature and official seal the day and year last above written.

My commission expires May 21, 1923. (SEAL) Fred D. Oiler, Notary Public.

I hereby certify that this instrument was filed for record in my office on 17 day of April A. D., 1923.

at 1:05 o'clock P. M. Book 439, Page 319

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