

#227850

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Edna Robbins and W.A. Robbins, her husband,

of Tulsa County, Oklahoma, part ies the first part, have

mortgaged and hereby mortgage to Alice Harmon Campbell

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

Lot Fourteen (14) of Block Fourteen (14) Orcutt Addition to the City of Tulsa, Oklahoma, also Lots 34 and 35 in Block Five (5) Abdo's Addition to the City of Tulsa, Oklahoma.

There is a former and first mortgage on Lot 14 in Block 14 Orcutt Addition to the City of Tulsa, in favor of Tulsa Building & Loan Association, in the sum of Fifteen Hundred Dollars, payable in monthly installments of \$26.93. There is a former and first mortgage on Lots 34 and 35 in Block 5, Abdo's Addition to the City of Tulsa, Oklahoma, in favor of the Tulsa Building and Loan Association, in the original sum of Twenty Five Hundred Dollars, payable in monthly installments of \$44.85

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 Eight Hundred and no/100 -----

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable semi annually from date until paid

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

Dated April 16th, 1923, in the principal sum of Eight Hundred Dollars, in favor of Alice Harmon Campbell, bearing 8 per cent interest and executed by Edna Robbins and W.A. Robbins, her husband, and due in six months from date.

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 party 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 Fifty ----- 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 16th day of April, 1923.

Mrs. Edna Robbins SEAL

W.A. Robbins, 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 Edna Robbins and W.A. Robbins, her husband,

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 June 9th, 1924. (SEAL) D.F. MacMartin Notary Public.

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

at 3:40 o'clock P. M. Book 439, Page 321.

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