

COMPARED

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## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Perry Carmichael and Alice Carmichael, husband and wife, of Tulsa, County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to The Title Guarantee & Trust Company, of ----- party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

All of Lot Seventeen (17) in Block Three (3)  
Ridgedale Terrace Second Addition to the City  
of Tulsa, Oklahoma, according to the recorded  
plat thereof.

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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 Fourteen Hundred Seventy Five and no/100 - - - -

with interest thereon at the rate of 8 per cent, per annum, payable Semi- annually from Date.

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

Dated January 26th, 1923, For the sum of Fourteen Hundred Seventy Five and No/100 Dollars (\$1475.00) payable in installments of Twenty Five and No/100 Dollars (\$25.00) per month; said installments to be paid on or before the 26th day of each and every month hereinafter beginning the 26 day of February 1923. Deferred payments to bear interest at the rate of 8 per cent per annum from date until paid; interest payable semi-annually. If any of said installments become delinquent for 60 days the entire unpaid balance shall at once become due and payable at the option of the holder.

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 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 One Hundred Forty Seven and 50/100 - - - - - DOLLARS, which this mortgage also secures.

Parties 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 26th day of January, 19 23.

Perry Carmichael SEAL

Alice Carmichael 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 January, 19 23 personally appeared Perry Carmichael and Alice Carmichael, husband and 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 October 4th, 1924. (SEAL) B.M. Grotkop Notary Public.

I hereby certify that this instrument was filed for record in my office on 18 day of April A. D. 19 23 at 4; o'clock P. M. Book 439, Page 334

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