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228400 C.H.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Mary V. Tanner and husband C. T. Tanner

a _____ of Tulsa County, Oklahoma, part ies of the first part, ha ve
mortgaged and hereby mortgage to L. D. Lewis
of _____ part V of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

All of Lot Eighteen (18) in Grandview Place Second Place
Addition to the city of Tulsa, Oklahoma, according to the
recorded plat thereof.

and issued
9038
payment of mortgage

23
A. J.

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 _____

Eighteen Hundred Forty-six and No/100

DOLLARS,

with interest thereon at the rate of eight per cent, per annum, payable monthly annually from _____ dateaccording to the terms of 36 certain promissory note S described as follows, to-wit:

Thirty-five notes this date executed and deliver each for the sum of \$35.00, numbered 1 to 35, inc. the first note maturing May 9, 1923 and one note on the 9th day of each and every month thereafter until all of said notes are paid; an one note number 36 for the sum of \$961.12 maturing on April 9, 1926. Said notes bear interest at the rate of 8% per annum computed and payable monthly on whole sum unpaid each month, such interest being included in the face of each note.

This mortgage is subject and inferior to a first mortgage in the sum of \$3,500. in favor of the Home Building and Loan Association.

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 V 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, they will pay a reasonable attorney's fee of \$50. and 10% of the amount recovered 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 9th day of April, 19 23

Mary V. Tanner

SEAL

C. T. Tanner

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 9th
day of April, 19 23, personally appeared _____

Mary V. Tannerand wife, C. T. Tanner

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 Aug. 21, 1924. (Seal)Harold S. Philbrick, Notary Public.

I hereby certify that this instrument was filed for record in my office on 23 day of April, A. D., 19 23
at 2:30 o'clock P.M. Book 433, Page 362

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