

228474 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Millie W. Symonds and E. C. Symonds, her husband

a _____ of Tulsa County, Oklahoma, part V of the first part, ha^s

mortgaged and hereby mortgage to R. M. Alderson

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

The east half of lot four (4) in Block six (6) in Highlands Addition to the city of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

This mortgage is given subject to two prior mortgages, the first for Fifteen Hundred dollars (\$1500.) in favor of the Home Building & Loan Association, of Tulsa, Oklahoma. The second, for eight hundred dollars (\$800.) in favor of Ethel S. Kistler.

I hereby certify that I received \$200.00 and issued Receipt No. 9058 therefor in payment of mortgage tax on the within mortgage.

Dated this 24 day of April, 1923

WAYNE L. DICKIN, 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 Hundred

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable monthly annually from _____ date _____

according to the terms of Four certain promissory note^s described as follows, to-wit:

Four notes for fifty dollars (\$50.00) each due and payable as follows: the first note due on or before May first, 1923 and one note due on the same date of each succeeding month until the total amount is paid together with interest of 8% interest payable at maturity of each note.

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 S 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 Fifty dollars 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 23rd day of April, 1923,

Millie W. Symonds

SEAL

E. C. Symonds

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

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

day of _____, 1923, personally appeared _____

Millie W. Symonds

and E. C. Symonds, her husband

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 Jan. 15th, 1927. (Seal) D. C. Lange, Notary Public.

I hereby certify that this instrument was filed for record in my office on 23 day of April, A. D. 1923

at 4:40 o'clock P. M. Book 433, Page 369

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