

228577 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That R. B. Downing and Marie Downing his wife

a of Tulsa County, Oklahoma, parties of the first part, have

mortgaged and hereby mortgage to Mary K. Roth of Fairfield, Iowa

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

All of Lot Nine (9) of Deming Place, a Subdivision of Lots 1, 2, 3 and 4, Block Nine (9) Highland Addition and Lots 1, 2, 3, and 4, Block One (1) Highland Second Addition to Tulsa, Tulsa County Oklahoma, according to the recorded plat thereof.

WARRANTS ENCLOSURE
[Notary Public] and issued
\$9.087.00 in payment of mortgage
tax on the above described
Dated this 25th day of April, 1923
WAYNE L. DICKEY, Notary Public
3.8

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 five hundred and no/100 DOLLARS,

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:

One note of even date herewith in favor of Mary K. Roth due April 24, 1926 with interest from date at the rate of eight per cent per annum, payable semi-annually. The note described being given for the principal sum of twenty-five hundred dollars, any payments of principal or interest to bear interest from due date at ten per cent if not paid when due.

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 parties 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, they will pay a reasonable attorney's fee of Two hundred sixty and no/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 24th day of April, 1923.

R. B. Downing SEAL

Marie Downing SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

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

day of April, 1923, personally appeared

R. B. Downing

and Marie Downing his wife

to me known to be the identical persons 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 March 18, 1927. (Seal) W. Warren Ferrell, Notary Public.

I hereby certify that this instrument was filed for record in my office on 25 day of April, A. D., 1923

at 11:30 o'clock A. M. Book 439, Page 373

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