

The News Dispatch Printing &amp; Audit Co., Shawnee, Okla.

#228749 NS

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That We, C.E. Purdy and Helen Purdy, husband and wife, of Tulsa, County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to C.J. Dutt, of part Y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Sixteen (16) Block Three (3) in Bellview Addition to the City of Tulsa, Oklahoma, Said property known as 1333 South Quincy.

This mortgage is given subject to one certain mortgage dated June 26, 1922, to Exchange Trust Company to secure the payment of \$2000.00

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It is agreed that the indebtedness secured by this mortgage may, be paid in whole or in part at any time before maturity, together with the then accrued interest on the sum so paid, in which event interest thereon shall cease and determine and the foregoing principal notes and notes evidencing interest credited therefor accordingly.

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 nine hundred Fifty and no/100 - - -

DOLLARS,

with interest thereon at the rate of <sup>eight</sup> per cent, per annum, payable as specified ~~in the notes~~ and according to the terms of 59 certain promissory note described as follows, to-wit:

of even date herewith, each in the sum of \$50.00, the first of which said notes being due and payable on or before April 2, 1923, and one note payable on or before the first day of each and every succeeding month thereafter until the whole of said \$2950.00 has been paid together with nine certain promissory notes of even date herewith evidencing the interest due and payable on said principal amount, said last notes mentioned being described as follows; One note for \$104.00 due October 1, 1923. One note for \$92.00 due April 1, 1924. One note for \$80.00 due October 1, 1924; One note for \$68.00 due April 1, 1925; One note for \$56.00 due October 1, 1925; One note for \$44.00 due April 1, 1926; One note for \$32.00 due October 1, 1926; One note for \$20.00 due April 1, 1927; One note for \$8.00 due October 1, 1927.

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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.

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, will pay a reasonable attorney's fee of as specified in said notes - - - - - 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 2nd day of April, 1923.

C.E. Purdy SEAL

Helen Purdy SEAL

STATE OF OKLAHOMA, County of \_\_\_\_\_, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 25th day of April, 1923, personally appeared C.E. Purdy and Helen Purdy,

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 Dec. 7th, 1926. (SEAL) G. M. Christensen. Notary Public. (Seal shows Tulsa County)

I hereby certify that this instrument was filed for record in my office on 26 day of April A. D. 1923 at 4:30 o'clock P. M. Book 433, Page 394

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