

H. W. ARBEE

229108 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W. E. Mendenhall, a single person

a \_\_\_\_\_ of \_\_\_\_\_ Tulsa \_\_\_\_\_ County, Oklahoma, part Y of the first part, ha S  
 mortgaged and hereby mortgage to \_\_\_\_\_ Charles A. Mitchell \_\_\_\_\_  
 of \_\_\_\_\_ part Y of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Twenty (20) in Block Two (2) of Lawnwood  
 Addition to the city of Tulsa, Oklahoma, according  
 to the recorded plat thereof.

This mortgage is subject and inferior to a mortgage  
 for the sum of \$1250.00

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 \_\_\_\_\_

Six Hundred and No/100  
 eight \_\_\_\_\_

DOLLARS.

with interest thereon at the rate of \_\_\_\_\_ per cent, per annum, payable \_\_\_\_\_ monthly \_\_\_\_\_ from \_\_\_\_\_ date \_\_\_\_\_

according to the term of \_\_\_\_\_ 21 \_\_\_\_\_ certain promissory note \_\_\_\_\_ S \_\_\_\_\_ described as follows, to-wit:

Twenty notes this date executed and delivered each for the sum of \$30. the first  
 note maturing on the 1st day of June, 1923 and one on the 1st day of each and every  
 month thereafter until all of said notes are paid; and one note for the sum of \$46.00  
 maturing February 1, 1925. Said notes bear interest at the rate of 8% per annum computed  
 and payable monthly on whole sum unpaid each month, said interest being included in the  
 face of each note.

RECORDED IN BOOK 32, PAGE 417  
 Receipt No. 9199, this \_\_\_\_\_ day of \_\_\_\_\_ 1924  
 Filed this \_\_\_\_\_ day of \_\_\_\_\_ 1924

WAYNE L. DICKEY, County Treasurer

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: "THE FIRST PART" \_\_\_\_\_ hereby  
 covenant \_\_\_\_\_ S 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 Y shall be entitled to the immediate possession of  
 the premises and all rents and profits thereof.

Said part Y of the first part hereby agree \_\_\_\_\_ S, that in the event action is brought to foreclose this mortgage, \_\_\_\_\_ he \_\_\_\_\_ will pay a  
 reasonable attorney's fee of \_\_\_\_\_ \$50. and 10% of the amount recovered \_\_\_\_\_ DOLLARS,  
 which this mortgage also secures.

Part Y of the first part, for said consideration, do \_\_\_\_\_ S \_\_\_\_\_ hereby expressly waive appraisalment of said real estate and all benefit of  
 the homestead, exemption and stay laws in Oklahoma.

Dated this \_\_\_\_\_ 1st \_\_\_\_\_ day of \_\_\_\_\_ May \_\_\_\_\_, 19 \_\_\_\_\_ 23

W. E. Mendenhall \_\_\_\_\_ SEAL

SEAL

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

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this \_\_\_\_\_ 1st  
 day of \_\_\_\_\_ May \_\_\_\_\_, 19 \_\_\_\_\_ 23, personally appeared \_\_\_\_\_

W. E. Mendenhall, a single person

to me known to be the identical person \_\_\_\_\_ who executed the within and foregoing instrument and acknowledged to me that \_\_\_\_\_ he \_\_\_\_\_ executed  
 his \_\_\_\_\_ 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 \_\_\_\_\_ August 21, 1924. (Seal) \_\_\_\_\_ Harold S. Philbrick, \_\_\_\_\_ Notary Public.

I hereby certify that this instrument was filed for record in my office on \_\_\_\_\_ 1 \_\_\_\_\_ day of \_\_\_\_\_ May \_\_\_\_\_ A. D., 19 \_\_\_\_\_ 23

at \_\_\_\_\_ 1:50 o'clock \_\_\_\_\_ P. \_\_\_\_\_ M. Book 439, Page \_\_\_\_\_ 417 \_\_\_\_\_

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