

COMPARED

229225 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That G. I. Ellis and Mary T. Ellis, his wife

a _____ of _____ Tulsa _____ County, Oklahoma, part ^{ies} of the first part, ha. ve

mortgaged and hereby mortgage to R. L. Harrison

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

Lot Eighteen Block One Meadowvale Addition to the city of
Tulsa, County of Tulsa, State of Oklahoma, according to the
recorded plat thereof.

I hereby certify that I received
Recorder No. 4232 therefor in payment of
tax on the within mortgage.
Dated this 2 day of May 1923.
WAYNE L. STARK, County Clerk

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 _____

Fifteen Hundred and Fifty (\$1550.00)

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable monthly ~~annually~~ from date on each note as it becomes dueaccording to the terms of 36 certain promissory notes ^S described as follows, to-wit:

Thirty Five Notes in the amount of \$20.00 each due and payable each and every month from the 26th day of April, 1923, until paid. Said notes bearing interest at the rate of 8 per centum per annum, payable monthly on each note, beginning at the small end of same. One note in the sum of \$850.00 due and payable in 36 months from date with interest thereon at the rate of 8 per centum per annum, payable at maturity.

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 ^{ies} 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, _____ will pay a reasonable attorney's fee of \$200.00 _____ DOLLARS, which this mortgage also secures.

Part ^{ies} of the first part, for said consideration, do hereby expressly waive ~~appraisal of said real estate and all benefit of~~ the homestead, exemption and stay laws in Oklahoma.

Dated this 26th day of April, 1923

G. I. Ellis

SEAL.

Mary T. Ellis

SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 26th day of April, 1923, personally appeared

G. I. Ellis

and Mary T. Ellis, his wife

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 March 18, 1923. (Seal) W. Warren Ferrell, Notary Public.

I hereby certify that this instrument was filed for record in my office on 2 day of May A. D. 1923 at 11:30 o'clock A. M. Book 439, Page 424

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