

229498 C.M.J.

COMPARED

SECOND REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That I. S. Levy and F. S. Levy his wife

a of Tulsa County, Oklahoma, part 1es the first part, ha ve

mortgaged and hereby mortgage to O. P. Matthews and R. J. Chambers

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

Lot Number Twelve (12) in Block Number Two (2) in Hobbs Addition
to the city of Tulsa, Tulsa County, Oklahoma according to the
recorded plat thereof.

This mortgage given subject to a first mortgage of \$3500.00 in
favor of the Farm & Home Savings & Loan Association of Missouri,
a corporation.

I hereby certify
Receipt No. 9289
tax on the
Dated this 4 May 1923
WILLIAM L. BERRY, 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

Two Thousand Seven Hundred and Fifty (\$2750.00) DOLLARS,

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

according to the terms of 53 certain promissory note, described as follows, to-wit:

\$2750.00 Tulsa, Oklahoma, May 1st, 1923.
One note in the sum of \$500.00 dated May 1st, 1923, payable to the order of O. P. Matthews and R. J. Chambers, due sixty days after date. Fifty two notes in the sum of \$43.45 each, except last note being for \$34.05, dated May 1st, 1923, payable to the order of O. P. Matthews and R. J. Chambers, first note due June 1st 1923, and one note each and every month thereafter until paid in full, all notes bearing interest at the rate of 8% per annum, payable semi-annually from date.

Signed I. S. Levy
F. S. Levy

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 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 shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said part 1es 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 \$15.00 and 10% of principal sum 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 1st day of May, 1923

I. S. Levy SEAL

F. S. Levy 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, 1923, personally appeared

I. S. Levy

and F. S. Levy, his wife

to me known to be the identical person 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 January 31, 1927. (Seal) Max Half, Notary Public.

I hereby certify that this instrument was filed for record in my office on 4 day of May, A. D., 1923

at 1:00 o'clock P. M. Book 439, Page 458

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