

229543 C.H.J.

COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That E. C. Leonard and Dottie Leonard, his wife,

a _____ of _____ Tulsa _____ County, Oklahoma, part ^{ies} of the first part, have
 mortgaged and hereby mortgage to Daniel W. White and Peter Cope White
 of _____ part ^{ies} of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of Lots Eleven (11) and Twelve (12) in Block Six (6)
 of Orchard Addition to the city of Tulsa, Oklahoma, accord-
 ing to the recorded plat thereof,

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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 _____

Three Thousand and No/100

DOLLARS,

eight

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

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

One note of even date herewith due three years from date for the sum of \$1500.00 signed by the mortgagors and payable to the order of Daniel W. White; and one note of even date herewith due three years from date for the sum of \$1500.00 signed by the mortgagors and payable to the order of Peter Cope White. Said notes draw interest at the rate of 8% from date payable semi-annually at the Exchange Trust Company, Tulsa, Oklahoma.

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 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 _____ 10% of face hereof. _____ DOLLARS, which this mortgage also secures.

Part ^{ies} 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 3rd day of May, 1923

E. C. Leonard

SEAL

Dottie Leonard

SEAL

STATE OF OKLAHOMA, County of _____ Tulsa _____, ss:

Before me, _____, a Notary Public in and for said County and State, on this 3rd day of May, 1923, personally appeared _____

E. C. Leonard

and Dottie Leonard, 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 Aug. 21, 1924. (Seal)

Harold S. Philbrick,

Notary Public.

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

at 4:00 o'clock P. M. Book 439, Page 461.

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