

229877 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Mary E. Blunk, (a single woman)

a of Tulsa County, Oklahoma, part V of the first part, has

mortgaged and hereby mortgage to G. W. Herbold

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

Lot Nineteen (19) in Block Four (4) of City View Hill Addition to the city of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

(This mortgage is given subject to a first mortgage dated March 15th, 1923, favor The Oklahoma City Building & Loan Association of Oklahoma City, Okla. payable \$55.60 per month, including interest, which said mortgage at this date is in the sum of \$3,976.00)

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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

Thirty Two Hundred Seventy four (\$3274.00) and no/100

DOLLARS,

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

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

Tulsa, Oklahoma, May 7th, 1923, for value received, I, we, or either of us promise to pay to the order of G. W. Herbold, the sum of Thirty Two Hundred Seventy four and no/100 Dollars (\$3274.00) in installments of forty five dollars (\$45.00) per month; said installments to be paid on or before the seventh day of each and every month hereafter beginning the seventh day of June 1923; deferred payments to bear interest at the rate of 8 per cent per annum from this date until paid; interest payable semi-annually.

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

Said part V of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, will pay a reasonable attorney's fee of Ten per cent of face of mortgage DOLLARS, which this mortgage also secures.

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

Dated this Seventh day of May, 1923.

Mary E. Blunk SEAL.

SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

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

Mary E. Blunk

and to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her 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 April 17th, 1927. (Seal) Chas. E. Warren, Notary Public.

I hereby certify that this instrument was filed for record in my office on 8 day of May A. D., 1923

at 1:00 o'clock P. M. Book 439, Page 487

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