

230023 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Knox Rogers and Ethel Rogers, his wife,

a \_\_\_\_\_ of Tulsa County, Oklahoma, part ies of the first part, have mortgaged and hereby mortgage to E. S. Beaty, 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 Six (6) in Block Five (5) Reddin Addition to the City of Tulsa, Tulsa County, Oklahoma, according to duly recorded plat thereof,

(This mortgage is given subject to a first mortgage dated April 16th, 1923, in favor of the Title Guarantee & Trust Company of Tulsa, Oklahoma, in the sum of \$1800.00 being due April 16th, 1926.)

I hereby certify that this mortgage was filed for record in my office on 9 day of May, 1923, at 3:30 o'clock P. M. Book 439, Page 495.  
W. A. B. County Treasurer

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 \_\_\_\_\_

Twenty Five Hundred (\$2500.00)

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable \_\_\_\_\_ annually from date hereof

according to the terms of 72 certain promissory note \_\_\_\_\_ described as follows, to-wit:

of \$43.00 each, and one note of \$14.48, as follows: 72 notes of \$43.00 each payable monthly, beginning June 1st, 1923, and monthly thereafter for 72 months, and one note of \$14.48 due June 1st, 1929, aggregating a total sum of \$3110.48, which includes interest, \$2500.00 being the principal sum, and \$610.48 interest.

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 Y 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 ten per cent of face of mortgage 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 first day of May, 19 23

Knox Rogers

SEAL

Ethel Rogers

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

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

Knox Rogers and Ethel Rogers, his wife,

and \_\_\_\_\_ 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 April 17th, 1927. (Seal) Chas. K. Warren, Notary Public.

I hereby certify that this instrument was filed for record in my office on 9 day of May, A. D., 19 23

at 3:30 o'clock P. M. Book 439, Page 495

Brady Brown,

(Seal)

O. G. Weaver,

By \_\_\_\_\_ Deputy, \_\_\_\_\_ County Clerk.