

229967 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That E. L. Whitney and Grace Whitney, husband and wifea _____ of Tulsa, Tulsa County, Oklahoma, part ies of the first part, ha vemortgaged and hereby mortgage to Mabel Robinettof _____ part V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to wit:

All of the East 62.5 feet of the North 109 feet of Lot Thirteen (13), Block One (1), Terrace Park Addition to the city of Tulsa, Oklahoma.

TREASURER
I hereby certify that I received 4406
Receipt No. 7403 thereon in payment of mortgage
tax on the within mortgage

Dated this 10 day of May, 1923
W. H. L. B. H. L. County Treasurer
D. J.

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 Two Hundred and no/100 DOLLARS,with interest thereon at the rate of 8 per cent, per annum, payable semi annually from _____ date _____according to the terms of 2 certain promissory note S described as follows, to-wit:

One note dated May 4th, 1923 due on or before November 1st, 1923 in the sum of One Thousand and No/100 Dollars (\$1000.00) with interest at 8%.
One note dated May 4th, 1923 in the sum of Twelve Hundred and No/100 Dollars (\$1200.00) payable in installments of One Hundred and no/100 Dollars (\$100.00) per month, said installments to be paid on or before the 4th day of each and every month hereafter beginning the 4th day of June 1923. Deferred payments to bear interest at 8% per annum from date until paid, interest payable semi annually. If any of said installments become delinquent for 60 days the entire unpaid balance shall at once become due and payable at option of the holder.

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 V 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, they will pay a reasonable attorney's fee of Two Hundred Twenty and no/100 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 4th day of May, 1923.

E. L. Whitney

SEAL

Grace Whitney

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:Before me, _____, a Notary Public in and for said County and State, on this 4thday of May, 1923 personally appeared _____E. L. Whitneyand Grace Whitney, husband and wifeto me known to be the identical person S who executed the within and foregoing instrument and acknowledged to me that they executedthe 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 October 4th, 1924. (Seal) B. H. Grotkop, Notary Public.I hereby certify that this instrument was filed for record in my office on 9 day of May, A. D., 1923at 9:00 o'clock A. M. Book 439, Page 497By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk.