

230145 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That M. Ethel Dunn and Laura Pearl Dunn, (both single women)

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

mortgaged and hereby mortgage to R. G. Lytal

of part 1st of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

West Forty-five feet (W.45) of South One Hundred (S.100) feet of
 Lot Seven (7) in Block Thirteen (13) of Highlands Addition to the
 city of Tulsa, Tulsa County, Oklahoma, according to the recorded
 plat thereof.

This mortgage is given subject to a first mortgage, in favor of
 Leonard & Braniff, of Tulsa, Oklahoma, payable in monthly install-
 ments of \$29.16, amounting to the sum of \$2000.00

Receipt No. 9417
 tax on the within mortgage
 Dated this 10 day of May, 1923
 WYNN L. MOSEY, 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

Thirteen Hundred (\$1300.00)

DOLLARS,

with interest thereon at the rate of eight per cent, per annum, payable as follows annually from this date

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

No. 1, For value received, I, we, or either of us promise to pay to the order of R.G. Lytal, the sum of \$875.00, in installments of \$25.00 per month; said installments to be paid on or before the first day of each and every month hereafter beginning the first day of June 1923. Deferred payments to bear interest at 8% per annum from this date, interest payable monthly, on unpaid balances.
 No. 2, On or before three years after date, for value received, we promise to pay to the order of R. G. Lytal, \$425.00, at Tulsa, Okla., without defalcation or discount with interest at the rate of eight per cent per annum, payable semi-annually, from this date until paid.

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 1st 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 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

M. Ethel Dunn

SEAL

Laura Pearl Dunn

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

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

M. Ethel Dunn

and Laura Pearl Dunn, (Single women)

to me known to be the identical person, S 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. M. Warren, Notary Public.

I hereby certify that this instrument was filed for record in my office on 10 day of May, A. D., 1923 at 3:40 o'clock P. M. Book 439, Page 508

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