

230232 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Lutie B. Black & H. R. Black, wife & husbanda _____ of Tulsa County, Oklahoma, part ies of the first part, havemortgaged and hereby mortgage to C. E. Richardsonof _____ part V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

All of Lot Eleven (11), Block Twenty-six (26) College Addition to the city of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

9441 1.60
11 May 1923
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 _____

Sixteen Hundred & No/100

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable _____according to the terms of 64 certain promissory note _____ described as follows, to-wit:

Notes dated May 10, 1923, with interest at 8% from date. Note Number one (1) becoming due June 10, 1923 and one note becoming due each Thirty (30) days thereafter.

This mortgage is given subject to a mortgage to the Oklahoma City Building and Loan Association in the sum of \$2000.00 and to a further mortgage to the Oklahoma City Building and Loan Association of \$500.00.

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.

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 One Hundred sixty 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 10th day of May, 19 23Lutie B. Black

SEAL

H. R. Black

SEAL

Tulsa
STATE OF OKLAHOMA, County of _____, ss:

Before me, _____, a Notary Public in and for said County and State, on this 10th day of May, 19 23, personally appeared _____

Lutie B. Black & H. R. Black, husband & wife

and _____

to me known to be the identical person _____ 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 11th, 1925. (Seal) F. B. Jordan, Notary Public.I hereby certify that this instrument was filed for record in my office on 11 day of May, A. D., 19 23at 1:20 o'clock P. M. Book 439, Page 518By Brady Brown, Deputy, (Seal) O. G. Weaver, County Clerk.