

MORTGAGE RECORD NO. 439

224270 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That E. G. Latshaw and Julia Latshaw, husband and wifea _____ of Tulsa _____ County, Oklahoma, parties of the first part, have
mortgaged and hereby mortgage to G. A. Covinof _____ part V of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

Lot Twelve (12) Block C, Media Sub-division to Tulsa
County, State of Oklahoma, according to the recorded
plat thereof.

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 _____

Two Thousand and No/100

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable monthly annually from dateaccording to the terms of 61 certain promissory note 8 described as follows, to-wit:

Dated March 12th, 1923, issued to G. A. Covin, signed by E. G. Latshaw and Julia Latshaw, each bearing interest at the rate of 8 per annum, payable monthly, numbered from One (1) to Sixty-one (61) both inclusive, Number One (1) in the amount of \$26.66 and each additional note increased by the sum of twenty-two cents, number sixty being in the amount of \$39.64, and the final note or number sixty-one being in the amount of \$11.00. Number one falling due one month from date and one succeeding note falling due each and every month thereafter until the total principal sum of \$2000.00, together with interest thereon has been paid in full.

This mortgage given subject to 1st mortgage in amount of \$1200.00

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

Said parties 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 \$200.00 DOLLARS, which this mortgage also secures.

Parties 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 12th day of March, 19 23E. G. Latshaw

SEAL

Julia Latshaw

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

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

E. G. Latshawand Julia Latshaw, husband & wife

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 Oct. 24, 1924. (Seal) R. P. Hudson, Notary Public.I hereby certify that this instrument was filed for record in my office on 13 day of March, A. D., 1923.at 9:00 o'clock A. M. Book 439, Page 52By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk.