

230455 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That **Roxie Irvin, and Curtis Irvin, (her husband)**

a of **Tulsa, Oklahoma,** County, Oklahoma, part **ies** of the first part, ha. **ve**

mortgaged and hereby mortgage to **Paul Jackson**

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

**Lot Six (6) in Block Eight (8) in Midway 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 Home Savings and Loan Association of Bartlesville, Oklahoma, dated October 16th, 1922, and payable \$30.88 per month, which loan at this date amounts to the sum of \$1471.23, which the party of the first part herein assumes and agrees to pay.)

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ **150** and issued Receipt No. **4482** therefor in payment of mortgage tax on the within mortgage.

This mortgage is given to secure the principal sum of

**(\$1528.71) Fifteen Hundred Twenty eight and 71/100**

**eight**

with interest thereon at the rate of **per cent, per annum, payable monthly** **annum** from **date hereof**

according to the terms of **one** certain promissory note described as follows, to-wit:

Tulsa, Oklahoma, May 12th, 1923, for value received, I, we, or either of us promise to pay to the order of Paul Jackson, the sum of FIFTEEN HUNDRED TWENTY EIGHT AND 71/100 Dollars (\$1528.71) in installments of Fifteen Dollars, per month; said installments to be paid on or before the 12th day of each and every month hereafter, beginning the 12th day of June 1923, Deferred payments to bear interest at the rate of eight per cent per annum, from this date, until paid; interest payable monthly, and to be included in said monthly payments of \$15.00. 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 **S** and agree **S** 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 **y** of the first part hereby agree **s**, that in the event action is brought to foreclose this mortgage, **ten per cent of face of mortgage** will pay a reasonable attorney's fee of **DOLLARS**, which this mortgage also secures.

Part **y** of the first part, for said consideration, do **es** 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 **May**, 19 **23**

**Roxie Irvin** SEAL

**Curtis Irvin** SEAL

STATE OF OKLAHOMA, County of **Tulsa**, SS:

Before me, **May**, 19 **23**, a Notary Public in and for said County and State, on this **12th** day of **May**, 19 **23**, personally appeared

**Roxie Irvin and Curtis Irvin (her husband)**

and 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.

**April 17th, 1927.** (Seal) **Chas. K. Warren,** Notary Public.

I hereby certify that this instrument was filed for record in my office on **14** day of **May**, A. D., 19 **23**

at **3:00** o'clock **P.** M. Book **439**, Page **529**  
By **Brady Brown,** (Seal) **O. G. Weaver,** County Clerk.