

MORTGAGE RECORD NO. 439

53

224300 C.H.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Clifford Deer and Margaret Deer, his wife

a of Tulsa County, Oklahoma, part 1st of the first part, have mortgaged and hereby mortgage to D. W. Winston of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot six (6) block one (1) Mercer Subdivision Addition to the city of Tulsa, Tulsa County Oklahoma, according to the recorded plat thereof.

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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 ninety-six and 00/100

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable monthly on deferred balance March 8th, 1923

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

\$1396.00

Tulsa, Oklahoma, March 8th, 1923

For value received, I, we, or either of us promise to pay to the order of D.W. Winston the sum of Thirteen hundred ninety six and 00/100 Dollars (\$1396.00) in installments of Fifteen & 00/100 Dollars (\$15.00) per month; said installments to be paid on or before the 5 day of each and every month hereafter beginning the 5th day of May 1923. Deferred payments to bear interest at the rate of 8 per cent per annum from date until paid; interest payable monthly on deferred balance. If any of said installments become delinquent for 60 days the entire balance shall at once become due and payable at option of the holder. Negotiable and payable at the ---Bank, Tulsa, Okla. This note is secured by second mortgage on lot 6, Block 1 in Mercer Subdivision, Addition to Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof. The makers and endorsers hereby severally waive presentment for payment, notice of non-payment, protest and notice of protest, and agree that extension of time for payment may be granted by the holders hereof without notice. In case of legal proceedings to collect this note or in case this note is handed to an attorney for collection, I, we, or either of us agree to pay ten per cent of the total amount herein, addition to attorney's fees. Maker shall have the right to pay any multiple of the installment at any installment payment date. (COPY)

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 party 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 percent of the total amount due DOLLARS, which this mortgage also secures.

Part 1st 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 8th day of March, 1923

Clifford Deer

SEAL

Margaret Deer

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 25th day of March, 1923, personally appeared

Clifford Deer and Margaret Deer, his wife

and

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed their

the same as 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 Jan. 15th, 1927. (Seal) D. C. Lange, Notary Public.

I hereby certify that this instrument was filed for record in my office on 13 day of March, A. D., 1923 at 1:10 o'clock P. M. Book 423, Page 53

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