

#230564 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That E.E.Elliott and Florence Elliott,

x _____ of Tulsa, _____ of Tulsa _____ County, Oklahoma, part ~~ies~~ of the first part, have

mortgaged and hereby mortgage to.....O. Robinett.....

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

All of Lot Six (6) in Block Four (4) Beauchamp Addition to the City of Tulsa, Tulsa County, Oklahoma. According to the official survey and plat thereof.

It is understood and agreed that this is a second mortgage at this time.

I hereby certify that I received \$ 728
 Acct No. 9486 ... the sum in payment of ...
 for on the within mortgage.
 Dated this 15 day of May, 1923
 WAYNE L. DICKET, County Treasurer
 A. J.

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 One Thousand Two Hundred and Fifty Dollars,

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from date

according to the terms of 42 certain promissory note, described as follows, to-wit:

Forty one notes dated May 9, 1923, each for Thirty Dollars (30.00) The First one due June 9, 1923 and one on the ninth of each succeeding month until the last one has been paid. And one note for Twenty Dollars (\$20.00) due on the ninth of November 1926.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party¹²² 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 Y. shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said part 1.23 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 Ten Dollars and ten per cent of the amount remaining unpaid DOLLARS, which this mortgage also secures.

Part 1e 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 Ninth (9) day of May, 1923.

E.E.Elliott SEAL.

Florence Elliott

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 9th(Ninth)

day of May, 1923, personally appeared E.E.Elliott and Florence Elliott,

(his wife)

XHX

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 March 18, 1925. (SEAL) A.W.Robinett. Notary Public.

I hereby certify that this instrument was filed for record in my office on 15 day of May A. D. 19 23

at 3: o'clock P. M. Book 439, Page 536

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