

COMPARED

224359 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Anna M. Morley and F. E. Morley, her husband

a _____ of Okmulgee _____ County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Virginia Duncan

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

Lots nine (9) and ten (10), Block five (5), Overlook Park Addition to the city of Tulsa, Oklahoma, as per the recorded amended plat of said addition. It is agreed and understood that this mortgage is second and junior only to a certain first mortgage to the Tulsa Building and Loan Association of Tulsa, Oklahoma in the amount of Eighteen Hundred (\$1800.00) Dollars, dated December 15, 1922,

It is agreed by said first parties that the property herein is not a homestead and is not occupied by said first parties as such.

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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 _____

Two Hundred (\$200.00)

DOLLARS,

with interest thereon at the rate of ten per cent, per annum, payable _____ annually from _____ date _____

according to the terms of 12 certain promissory notes _____ described as follows, to-wit:

One Note amount \$16.66, int. 10 per cent. due March 20th, 1923.
 One note amount \$16.66, int. 10 per cent. due April 20th, 1923.
 One Note amount \$16.66, int. 10 per cent. due May 20th, 1923.
 One Note amount \$16.66, int. 10 per cent. due June 20th, 1923.
 One Note amount \$16.66, int. 10 per cent. due July 20th, 1923.
 One Note amount \$16.66, int. 10 per cent. due August 20th, 1923.
 One Note amount \$16.66, int. 10 per cent. due September 20th, 1923.
 One Note amount \$16.66, int. 10 per cent. due October 20th, 1923.
 One Note amount \$16.66, int. 10 per cent. due November 20th, 1923.
 One Note amount \$16.66, int. 10 per cent. due December 20th, 1923.
 One Note amount \$16.66, int. 10 per cent. due January 20th, 1924.
 One Note amount \$16.66, int. 10 per cent. due February 20th, 1924.

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.

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 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 Thirty (\$30.00) 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 20th day of February, 19 23

F. E. Morley _____ SEAL

Anna M. Morley _____ SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 20th day of February, 19 23, personally appeared _____

Anna M. Morley and F. E. Morley, her husband

and _____

to me known to be the identical persons 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 Aug. 9, 1925. (Seal) Mattie Sunderland, Notary Public.

I hereby certify that this instrument was filed for record in my office on 13 day of March, A. D., 19 23

at 4:20 o'clock P. M. Book 439, Page 56

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