

SECOND
MORTGAGE RECORD NO. 439

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Mary Abbie Hall (A widow)

a _____ of Tulsa, _____ County, Oklahoma, part y. of the first part, has

mortgaged and hereby mortgage to G.J.Patteraon

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 the North Fifty (50) feet of Lot One (1), and Two (2), Block Three (3), College View Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the records as now shown since the above described lots have been re-sub-divided.

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May 18
Tulsa County, Okla.

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 Six Hundred and Fifty (\$650.00) - - - - -

DOLLARS,

with interest thereon at the rate of 10% per cent, per annum, payable quarterly annually from _____ date _____

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

Dated May 18th, 1923, Drawn in favor of G. J. Patterson, for the sum of Six Hundred and Fifty (650.00) Dollars, payable on or before One year from date hereof, Interest at the rate of 10% payable Quarterly, the note being signed by Mary Abbie Hall.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part y. 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 the interest ~~on this mortgage~~ 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.~~ or the portion of any covenant in the first mortgage above referred to contained therein

Said part y. of the first part hereby agree s. that in the event action is brought to foreclose this mortgage, she will pay a reasonable attorney's fee of Fifty (50.00) - - - - - DOLLARS, which this mortgage also secures.

Part y. 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 16th day of May, 1923.

Mary Abbie Hall SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 16th

day of May, 1923, personally appeared Mary Abbie Hall (A widow)

and _____

to me known to be the identical person _____ who executed the within and foregoing instrument and acknowledged to me that she executed

the same as her 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 April 13, 1927. (SEAL) Edith V. Warren Notary Public.

I hereby certify that this instrument was filed for record in my office on 17 day of May A. D., 1923

at 3:30 o'clock P. M. Book 439, Page 568

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