

COMPARED

MORTGAGE RECORD NO. 439

607

231398 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Minnie E. Seward and Henry F. Seward, (her husband) and Harry L. Lane and Mayme P. Lane, (husband and wife) Co-owners of Tulsa County, Oklahoma, parties of the first part, have

mortgaged and hereby mortgage to Waldo T. Freeman

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

Lots Twenty five (25), Twenty six (26), and Twenty seven (27), of Block Sixteen (16), of Park Hill Addition to the city of Tulsa, State of Oklahoma, as per the duly recorded plat thereof.

This mortgage is given subject to a first mortgage of \$6300.00 in favor of Gum Brothers, and also subject to a second mortgage of \$2000.00 in favor of Sam Maze.

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

THIRTY SIX HUNDRED SEVENTY and No/100

DOLLARS,

with interest thereon at the rate of eight per cent, per annum, payable monthly from date hereof, and to be included in monthly payment of \$125.00 according to the terms of one certain promissory note described as follows, to-wit:

Tulsa, Oklahoma, May 23rd, 1923, for valued received, I, we, or either of us promise to pay to the order of Waldo T. Freeman, the sum of Thirty six hundred seventy and no/100 dollars, (\$3670.00), in installments of One Hundred twenty five dollars, (\$125.00) per month; said installments to be paid on or before the 23rd day of each and every month hereafter beginning the 23rd day of June 1923. Deferred payments to bear interest at the rate of 8% per annum from this date until paid; interest payable monthly, and to be included in monthly payment of \$125.00. If any of said installments become delinquent for sixty days, the entire balance shall at once become due and payable at option of the holder. Negotiable and payable at the First National Bank of Tulsa, Oklahoma. This note is secured by third mortgage on lots 25-26-27 in Block 16 of Park Hill Addition to Tulsa.

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, and to insure, and keep insured buildings on said premises as provided in mortgage to Gum Bros.

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 parties shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said parties 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 per cent of amount due which this mortgage also secures.

Parties 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 23rd day of May, 1923.

Harry L. Lane
Mayme P. Lane

Minnie E. Seward
Henry F. Seward

SEAL
SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 23rd day of May, 1923, personally appeared Minnie E. Seward and Henry F. Seward, (her husband) and Harry L. Lane and Mayme P. Lane (husband and wife)

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

I hereby certify that this instrument was filed for record in my office on 23 day of May A. D., 1923 at 3:40 o'clock P. M. Book 439, Page 607
By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk.