

231536 C.M.J.

SECOND

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That **Fred Rowilson and Lola Rowilson his wife,**

a _____ of **Tulsa** County, Oklahoma, part **ies** of the first part, have mortgaged and hereby mortgage to **Max Halff**

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

Lots Numbered Twelve (12) Thirteen (13) and Fourteen (14) in Block Number Two (2) in Cherokee Heights Addition to the city of Tulsa, Tulsa County, State of Oklahoma, according to the recorded plat thereof.

This mortgage subject to a first mortgage of \$3500.00 also in favor of Max Halff.

I hereby certify that I received \$**10** and issued Receipt No. **9700** therefor in payment of mortgage tax on the within mortgage.

Dated this **25** day of **5**, 192**3**

WAYNE L. DICKEY, County Treasurer

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 _____

Five Hundred (\$500.00) and No/100

DOLLARS,

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

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

\$500.00

Tulsa, Oklahoma,
May 22, 1923.

One note dated May 22, 1923, in the sum of \$500.00 payable to the order of **Max Halff**, due one year after date with interest at the rate of 10% per annum, payable semi-annually from date, until paid.

Signed **Fred Rowilson**
Lola Rowilson

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part **ies** 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 **V** 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 **\$15.00 and 10% of principal sum.** _____ DOLLARS, which this mortgage also secures.

Part **ies** of the first part, for said consideration, do _____ hereby expressly waive appraisement of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this **22nd** day of **May**, 19**23**.

Fred Rowilson

SEAL

Lola Rowilson

SEAL

STATE OF OKLAHOMA, County of **Tulsa**, ss:

Before me, _____, a Notary Public in and for said County and State, on this **22nd** day of **May**, 19**23**, personally appeared _____

Fred Rolison

Lola Rowilson, his wife

and _____

to me known to be the identical person **s** 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.

Dec. 2, 1924. (Seal)

C. J. Thornton,

Notary Public.

My commission expires _____

I hereby certify that this instrument was filed for record in my office on **24** day of **May**, A. D., 19**23**

at **4:10** o'clock **P.M.** Book 439, Page **611**

Brady Brown,

(Seal)

O. G. Weaver,

County Clerk.

By _____ Deputy.