

231468 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. R. Clark and J. D. Jones

a of Tulsa, Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Neppie A. Downey and W. O. Downey 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) in Elm Ridge No. 2 Addition to the city of Tulsa, according to the recorded plat thereof.

Note: The above described premises or any part thereof is not now or ever was the homestead of the mortgagors herein named.

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

DOLLARS,

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

according to the terms of Two certain promissory notes of even date herewith.

\$500.00 due in six months
\$500.00 due in Eighteen months

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 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 Fifty DOLLARS, 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 24 day of May, 1923

J. R. Clark SEAL

J. D. Jones SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 24 day of May, 1923, personally appeared

J. R. Clark and J. D. Jones

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 hand and official seal the day and year last above written.

My commission expires July 18, 1925. (Seal) Charles Halff, Notary Public.

I hereby certify that this instrument was filed for record in my office on 24 day of May, A. D., 1923

at 3:00 o'clock P. M. Book 439, Page 615

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