

#231587 NS

REAL ESTATE MORTGAGE

COMPARED

KNOW ALL MEN BY THESE PRESENTS, That Jeannette A. Mayo, a widow,

a _____ of Tulsa, _____ County, Oklahoma, part Y. of the first part, has
 mortgaged and hereby mortgage to Charles Price

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

The North Fifteen (15) feet of Lot One (1) Block Three (3) in the Oak Grove Addition to the City of Tulsa, and a part of lot Six (6) Block Two Hundred Three (203), Original Town of Tulsa, Oklahoma, according to the recorded plat thereof, more particularly described as follows; Beginning at the Northeast corner of said Lot Six (6) thence South-easterly along the Easterly line of said Lot Six (6) One Hundred Twelve and one-half (112 1/2) feet to the point of beginning, thence South-westerly one hundred twenty-eight and seven-tenths (128.7/10) feet to the Southwest corner of said lot Six (6) thence Easterly along the Southerly line of said Lot Six (6) to the Southeast corner thereof, thence Northwesterly along the Easterly line of said Lot Six (6) to the place of beginning.

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 Twenty-seven Hundred Fifty Six and 20/100

(\$2756.20)

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

according to the terms of 37 certain promissory notes described as follows, to-wit:

36 notes numbered 1 to 36 inclusive for the sum of \$85.70 each, first note due one month from date and one note due on even date of each and every month thereafter until all 36 notes are paid, said notes include interest at the rate of 8% per annum, interest computed and payable monthly on entire deferred sum. One note for the sum of \$26.01 due 37 months from date, said note includes interest to due date. This mortgage is inferior and subject to a first loan in the amount of \$6500.00, now of record. Indebtedness secured hereby may be paid at any time and interest included in all notes will be deducted.

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 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 Y. of the first part hereby agree, that in the event action is brought to foreclose this mortgage, She _____ will pay a reasonable attorney's fee of 10% of principal hereof and Ten 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 21st day of May, 1923

Jeannette A. Mayo _____ SEAL.

SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____ a Notary Public in and for said County and State, on this 21st day of May, 1923 personally appeared Jeannette A. Mayo, a widow,

xxx

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 March 4th, 1924. (SEAL) Harold J. Sullivan, Notary Public.

I hereby certify that this instrument was filed for record in my office on 25 day of May, A. D., 1923

at 3:10 o'clock P. M. Book 439, Page 619

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

FILED HEREIN FOR RECORD
 I hereby certify that I received \$2,756.20 and interest
 on the within mortgage
 Dated this 25th day of May, 1923
 WAYNE L. DICKS, County Clerk