

COMPARED

MORTGAGE RECORD NO. 439

224463 C.H.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Abraham Jacobs and Annie Jacobs his wife

a _____ of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Maude E. Johnson

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

Lot Number Eight (8) in Block Number Fourteen (14)
in Maple Park Addition to the city of Tulsa, Tulsa
County, Oklahoma according to the recorded plat thereof.

Receipt No. 8266 860
Tax on the within _____
Dated this 13 day of March 1923
WAYNE I. BOLEY, County Recorder
A-9

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 _____

Three Thousand Six Hundred Fifteen 38/100 each note to bear its own _____ DOLLARS.

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

according to the terms of 15 certain promissory note S described as follows, to-wit:

According to the terms of fifteen notes of even dates herewith we promise to pay to the order of Maude E. Johnson the sum of \$3615.38 as follows:-
14 notes dated March 13, 1923, in the sum of \$250.00 each and One note in the sum of \$115.38 bearing even date, all notes bearing interest at the rate of 8% payable on each note. First note due six months from date and one every six months thereafter until paid in full.

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 in favor of second party, building 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 party 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, they will pay a reasonable attorney's fee of Ten Dollars and 10% of balance unpaid DOLLARS, which this mortgage also secures.

Parties of the first part, for said consideration, do hereby expressly waive appraisal of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 13 day of March, 1923

Abraham Jacobs _____ SEAL

Mrs. Annie Jacobs _____ SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 13th day of March, 1923, personally appeared _____

Abraham Jacobs
and Annie Jacobs, his wife

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 January 31, 1927 (Seal) Max Halff, Notary Public.

I hereby certify that this instrument was filed for record in my office on 14 day of March, A. D., 1923

at 3:40 o'clock P. M. Book 439, Page 66

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