

224467 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Charles S. Evans, a single man

of Tulsa County, Oklahoma, part V of the first part, has mortgaged and hereby mortgage to Thos. P. Melvin and J. H. Boyle of part V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Sixteen (16) Block One (1) Sunset View Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof.

I hereby certify that I received \$82.50 therefor in payment of mortgage tax of the within mortgage.

Dated this 14 day of March 1923
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 One Thousand One Hundred Twenty-five and 00/100 DOLLARS, with interest thereon at the rate of eight per cent, per annum, payable semi-annually from date according to the terms of three certain promissory notes described as follows, to-wit:

One note for \$375.00 due on or before six months from date hereof.
One note for \$375.00 due on or before twelve months from date hereof.
One note for \$375.00 due on or before eighteen months from date hereof.
All of said notes signed by Charles S. Evans, payable to the order of Thos. P. Melvin and J. H. Boyle.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 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 shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said part V of the first part hereby agree, that in the event action is brought to foreclose this mortgage, will pay a reasonable attorney's fee as provided in said notes DOLLARS, which this mortgage also secures.

Part V 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 5th day of March, 1923

Charles S. Evans
SEAL
SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 5th day of March, 1923, personally appeared Charles S. Evans, a single man

and to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his 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 27th, 1924. (Seal) Chas. V. Borgwald, Notary Public.

I hereby certify that this instrument was filed for record in my office on 14 day of March A. D., 1923 at 4:00 o'clock P. M. Book 439, Page 67

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