

COMPARED

MORTGAGE RECORD NO. 439

93

224698 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Rachel E. Perks, a widow

a _____ of Tulsa County, Oklahoma, part Y of the first part, has Y
mortgaged and hereby mortgage to W. C. Von Holten
of _____ part Y of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

The East Thirty Three and One Third feet of Lot Three
(3) Block Nine (2) Highlands Second Addition to the
city of Tulsa, Oklahoma and the East Thirty Three and
One Third feet of the North Sixty One feet of Lot Three
(3) Block Sixteen (16) Highlands Addition to the City
of Tulsa, Oklahoma, according to the recorded plat
thereof.

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 _____

Six Hundred and Nineteen & No/100

DOLLARS.

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

according to the terms of 21 certain promissory note S described as follows, to-wit:

20 notes of even date for \$30.00 each, first note due April 16th 1923,
and one note payable on the 16th day of each and every month thereafter,
until the full amount has become due.
One note of \$19.00 of even date, due and payable in 21 months from
date. Interest payable on the unpaid balance monthly.

Privilege given the first party to pay any part or all of the balance
at any time.

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.

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 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 the unpaid balance _____ DOLLARS,
which this mortgage also secures.

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

Dated this 16th day of March, 1923.

Rachel E. Perks

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 16th
March
day of _____, 1923, personally appeared _____

Rachel E. Perks, a widow

and _____
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 August 19th, 1926. (Seal) Harry I. Jenkins, Notary Public.

I hereby certify that this instrument was filed for record in my office on 16 day of March A. D., 1923

at 3:30 o'clock P. M. Book 439, Page 93

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