

15303

136

June 11, 1924

For value received, I, we, or either of us promise to pay to the order of WPM. Lewis, the sum of sixteen hundred seventy five and no/100 dollars (\$1675.00) in installments of thirty and no/100 dollars, in installments of thirty and no/100ths, dollars, (\$30.00) per month; said installments to be paid on or before the 16th day of each and every month hereafter beginning the 16th day of June, 1924. Deferred payments to bear interest at the rate of 8 percent per annum from this date until paid; interest payable monthly and to be included in said monthly payment of \$30.00 per month. If any of said installments become delinquent for 60 days the entire unpaid balance shall at once become due and payable at option of the holder. Negotiable and payable at the - - - Bank, Tulsa, Okla. This note is secured by second mortgage on the east 33-1/3 feet of lot 8, block 6, in Irving Place addition to Tulsa, Oklahoma,

Provided always, that this instrument is made, executed and delivered upon the following conditions, to-wit: that said first party hereby covenants and agrees to pay all taxes and assessments on 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 said second party shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said party of the first part hereby agrees that in the event action is brought to foreclose this mortgage will pay a reasonable attorney's fee of 10% of face of mortgage, which this mortgage also secures.

Party of the first part, for said consideration, does hereby expressly waive appraisalment of said real estate and all benefits of the homestead exemption and stay laws of Oklahoma.

Party of the first part further understands and agrees that this mortgage is subsequent to one certain first mortgage recorded in the above described property in the principal sum of \$2500.00 and said first party agrees that in the event party of the first part agrees that in the event party of the second part wishes at any time to rewrite the first mortgage above mentioned, then in that event said first party agrees to take a new second mortgage inferior to the lien of such new first mortgage, in the amount of the residue of said second mortgage, without the requirement of any premium or bonus. In case said first mortgage is re-written or renewed, in whole or in part, said new first mortgage shall only be for the amount remaining unpaid or due and owing under the terms of the present first mortgage.

Dated this 16th day of May, 1924.

Jo Della Pennington.

State of Oklahoma )  
County of Tulsa ) S: S

Before me, a Notary Public, in and for said County and State, on this 16th day of May, 1924, personally appeared Jo Della Pennington (a single woman) to me personally 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.

(SEAL) Chas. K. Warren, Notary Public.

My commission expires April 17th, 1927.