

#233564 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J.R. Klumpp and Gertrude B. Klumpp, his wife,
 of Tulsa, County, Oklahoma, part ies of the first part, have
 mortgaged and hereby mortgage to J.F. Scanlon,
 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 half of the West Seventy-five feet (#-1/2 W. 75 feet)
 of Lots Numbers Eleven (11), Twelve (12), Thirteen (13), Fourteen
 (14), Fifteen (15), and Sixteen (16), in Block Number Five (5)
 in Park Hill Addition to the City of Tulsa, as said lots are shown
 on the amended plat of said Addition and now on file in the office
 of the County Clerk of said Tulsa County, together with the right
 of ingress and egress over an automobile driveway seven feet wide
 situated upon the north and south division line between the west
 half of the west 75 ft. of said lots and the east half of the west
 75 ft. of said lots extending in a northerly direction from the south
 boundary line of said lots a distance of 110 feet and extending
 laterally a distance of 3-1/2 feet upon the property herein conveyed,
 which said right and easement shall run perpetually with the premises
 herein conveyed. This mortgage subject to a first mortgage of \$3500.00
 to Gum Brothers Company, a Corporation.

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 Two Thousand One Hundred (\$2100.00) No/100
eight DOLLARS,
 with interest thereon at the rate of eight per cent, per annum, payable monthly xxxxxx from date
 according to the terms of One certain promissory note ----- described as follows, to-wit:

\$2100.00

Tulsa, Oklahoma,
 June 18, 1923.

One note dated June 18, 1923, executed by J.R. Klumpp and Gertrude
 B. Klumpp his wife, to J.F. Scanlon, in the sum of \$2100.00 payable
 in monthly installments of \$75.00 each with interest at the rate
 of 8% per annum payable monthly on all unpaid principal sum until
 paid in full, parties of the first part to have the privilege paying
 said mortgage anytime prior to maturity interest to be charged to date
 of payment only. First note due August 1st, 1923, and one each and
 every month thereafter until paid in full.

Signed.

J.R. Klumpp
 Gertrude B. Klumpp,

RECEIVED
 \$2100.00
 Dated this 19 day of June 1923
 WAYNE L. ECKEY, County Treasurer
 QEP

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies 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 upon 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 mort-
 gage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said prin-
 cipal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and the second party shall be entitled to the immediate pos-
 session of the premises and all the 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 \$10.00 and 10% of total amount herein, DOLLARS
 which this mortgage also secures.

Parties 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 the 18th day of June, 1923.

J.R. Klumpp SEAL
 Gertrude B. Klumpp SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State on this 18th
 day of June, 1923, personally appeared J.R. Klumpp and Gertrude B. Klumpp,
his wife,

xxx
 to me known to be the identical person s 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 Half, Notary Public

I hereby certify that this instrument was filed for record in my office on 18 day of June, A. D., 1923
 at 4:30 o'clock P. M. Book 439, Page 339
 By Brady Brown Deputy. O.G. Weaver, County Clerk
 (SEAL)