

235208 DLE.

Overbay, Urag, Binders

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Edward C. Harvey and Juliette H. Harvey, his wife
 of Tulsa County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to Joseph E. Blair and John T. Blair
 of Tulsa County, Oklahoma, parties of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

The West Eighty (80) Feet of Lot Seven (7)
 Block One (1) Maple Heights Addition to the
 City of Tulsa, Oklahoma according to the re-
 corded plat of said addition.

10500 280
 W.W. Stuckly 3
 O.S.B.

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 Seven Thousand 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 four certain promissory note 8 described as follows, to-wit:

One note for \$1,750.00 due on or before Six Months from date hereof.

One note for \$1,750.00 due on or before Twelve months from date hereof.

One note for \$1,750.00 due on or before Eighteen Months from date hereof.

One note for \$1,750.00 due on or before Twenty-four Months from date hereof.

All of said notes signed by Edward C. Harvey and Juliette Harvey, payable to the
 order of Joseph E. Blair and John T. Blair.

This Mortgage is subject to a First Mortgage dated June 29th, 1923 for
 \$12,000.00 and due July 1, 1926 and given by first parties, in favor of
 Exchange Trust Company, Tulsa, Oklahoma.

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 upon the premises and to insure, and keep insured against
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 as provided in said notes 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 this 29th day of June, 1923.

Edward C. Harvey SEAL
Juliette Harvey SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Edward C. Harvey and Juliette Harvey, his wife, a Notary Public in and for said County and State on this 29th
 day of June, 1923, personally appeared Edward C. Harvey and Juliette Harvey, his wife

and they
 to me known to be the identical person 8 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 May 15, 1924 (SEAL) E. P. Jennings Notary Public

I hereby certify that this instrument was filed for record in my office on 7th day of July, A. D., 1923
 at 10 o'clock A. M. Book 456 Page 259 (SEAL)
 By Brady Brown Deputy O. G. Weaver County Clerk