

235252 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That T. D. Williamson and Edna Mae Williamson, husband and wife of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Morris Pyle 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:

All of Lot Twenty-one (21) in Block Two (2) in Kirkpatrick Heights Addition to the city of Tulsa, Tulsa County, Oklahoma.

This is a second mortgage and is subject to a first mortgage of the principal sum of Sixty Five Hundred Dollars (\$6500.00) dated the twentieth (20th) day of June of the year Nineteen Hundred and Twenty Three (1923) made payable to the Farm and Home Loan Association.

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 Thirty five Hundred (3500) DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable monthly from 62 according to the terms of certain promissory note described as follows, to-wit:

All dated June 11th, 1923, due and payable the first note on July 11, 1923, and the remainder on the 11th day of each succeeding month thereafter until the notes are paid. Each note being for \$50.00, excepting one note due Aug. 11, 1923, for \$550.00, and one note due Dec. 11, 1923, for \$550.00. Each note includes both the payment of accrued interest on the principal sum to the date of maturity of each note and a payment on the principal sum.

For value received, I, Morris Pyle, do hereby certify that the within mortgage is a true and correct copy of the original as the same appears from the records of the County Clerk of Tulsa County, Oklahoma.

Signed and acknowledged before me this 10th day of July, 1923.

County Clerk

By Brady Brown Deputy

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

Said party ^{ies} of the first part hereby agree, that in the event action is brought to foreclose this mortgage, ^{ies} will pay a reasonable attorney's fee of Two hundred fifty DOLLARS which this mortgage also secures.

Part ^{ies} 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 11th day of June, 1923.

T. D. Williamson SEAL

Edna Mae Williamson SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Stanley G. Edmister, a Notary Public in and for said County and State on this seventh day of July, 1923, personally appeared

T. D. Williamson and Edna Mae Williamson, husband and wife

and they 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 Nov. 26th, 1923. (Seal) Stanley G. Edmister, Notary Public

I hereby certify that this instrument was filed for record in my office on 9 day of July, A. D., 1923 at 10:00 o'clock A. M. Book 430, Page 267
By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk