

#235840 NS

COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Wesley Freeman and Helen Freeman (Husband and wife) of Tulsa, Tulsa County, Oklahoma, part 102 of the first part, have mortgaged and hereby mortgage to Ernest Richard Singleterry, part Y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Four (4) in Block Twenty Three (23), Irving Place Addition to the City of Tulsa, County of Tulsa, State of Oklahoma, as per the duly recorded plat thereof.

This mortgage is given subject to a first mortgage in favor of Home Building & Loan Association of Tulsa, Oklahoma, being at this date in the sum of \$994.00 payable \$14.30 per month; next payment being in August 1923.

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 Sixteen Hundred Six and No/100 (\$1606.00) DOLLARS, with interest thereon at the rate of eight per cent, per annum, payable monthly xxxxx from date hereof according to the terms of one certain promissory note described as follows, to-wit:

Tulsa, Oklahoma, July 13th, 1923, For value received, I, we, or either of us, promise to pay to the order of Ernest Richard Singleterry, \$1606.00 in installments of Thirty Dollars (\$30.00), per month; said installments to be paid on or before the 13th day of each and every month hereafter beginning, the 13th day of August 1923.

Deferred payments to bear interest at the rate of 8 per cent per annum from this date until paid; interest payable monthly, and to be included in each monthly payment of \$30.00. 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 Exchange National Bank, of Tulsa, Oklahoma. This note is secured by second mortgage on lot 4 Block 23 Irving Place Addition to Tulsa, Oklahoma.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 1606.00 and issued Receipt No. 10662 therefor in payment of mortgage tax on the within mortgage.

Dated this 17 day of 7, 1923

W. W. Stuckey, County Treasurer
P. L. B., Deputy

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 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 shall be entitled to the immediate possession 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 ten per cent of face of mortgage 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 13th day of July, 1923

Witness;
W. T. Freeman,

Wesley Freeman SEAL

Helen Freeman SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Chas. K. Warren, a Notary Public in and for said County and State on this 14th day of July, 1923, personally appeared Wesley Freeman and Helen Freeman, (Husband and wife)

to me known to be the identical persons 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 April 17th, 1927 (SEAL) Chas. K. Warren Notary Public

I hereby certify that this instrument was filed for record in my office on 16 day of July, A. D., 1923 at 2:30 o'clock P. Book 439, Page 300

By Brady Brown Deputy. O. C. Weaver County Clerk (SEAL)