

COMPARED

Overbay Bros. Binders

236485 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That M. A. Aldrich and wife, Mae Aldrich  
 of Tulsa County, Oklahoma, part 1st of the first part, has  
 mortgaged and hereby mortgage to Harold S. Philbrick  
 of Tulsa County, Oklahoma, part Y of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Eighteen (18) in Block Two (2) of Barton Addition  
 to the city of Tulsa, Oklahoma, according to the recorded plat  
 thereof,

This mortgage is subject and inferior to a first mortgage in the  
 sum of \$2,500.00 maturing in November 1924. It is agreed that  
 when the first mortgage matures a Building and Loan Mortgage shall  
 be placed on the property for the loan value thereof and the difference  
 applied on the 2nd mortgage, balance if any to be carried by the holder  
 of the second mortgage on same monthly payment basis.

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 One Thousand Two and 35/100 DOLLARS,  
 with interest thereon at the rate of eight per cent, per annum, payable monthly annually from date  
 according to the terms of one certain promissory note described as follows, to-wit:

One note this date executed and delivered for the sum of \$1,002.35 payable  
 at the rate of \$17.30 per month commencing on the 18th day of August, 1923  
 and continuing until fifteen such payments shall have been made, the  
 entire unpaid amount becoming due and payable October 18, 1924. Such monthly  
 payment shall include interest at the rate of 8% per annum computed and  
 payable monthly on whole sum unpaid each month.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 1,200 and receipt  
 Receipt No. 10784 therefor in payment of property  
 tax on the within mortgage.

Dated this 24 day of July, 1923  
W W Stucky - County Treasurer

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 insures 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 part shall be entitled to the immediate pos-  
 session of the premises and all the rents and profits thereof.

Said part ies 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 \$50. and 10% of the amount recovered 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 18th day of July, 1923

M. A. Aldrich

SEAL

Mae Aldrich

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Harold J. Sullivan, a Notary Public in and for said County and State on this eighteenth  
 day of July, 1923 personally appeared

M. A. Aldrich  
 and wife, Mae Aldrich  
 to me known to be the identical person ies 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 Mar. 4, 1924. (Seal) Harold J. Sullivan, Notary Public

I hereby certify that this instrument was filed for record in my office on 24 day of July, A. D., 1923  
 at 3:40 o'clock P. M. Book 439, Page 356  
 By Brady Brown, Deputy, (Seal) O. G. Weaver, County Clerk