

COMPARED

#236605 NS

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That R. L. Brown and Anna Brown, (his wife)  
Tulsa, County, Oklahoma, parties of the first part, have  
 mortgaged and hereby mortgage to Virginia Duncan (formerly Virginia Light) Frank E. Duncan,  
 (her husband) parties of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

All of Lots One (1), Two (2), Three (3),  
 Four (4), Five (5), Six (6), Seven (7), Eight (8),  
 Nine (9) and Ten (10) Block Seventeen, Overlook  
 Park Addition to the City of Tulsa, Oklahoma, as  
 per the recorded amended plat thereof.

(It is understood and agreed that this mortgage is a second  
 Mortgage junior only to a first mortgage of the United  
 Savings and Loan Association, bearing date of 19th day of  
 July, 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 Four Hundred Eighty Seven and 87/100 -----  
 ----- DOLLARS,  
 with interest thereon at the rate of eight percent, per annum, payable ----- annually from July 20, 1923 -----  
 according to the terms of one certain promissory note ----- described as follows, to-wit:

One note bearing date of July 20, 1923, due August 1, 1924,  
 with interest at the rate of eight per cent per annum after  
 date, payable annually until paid, payable to the order of  
 Frank E. Duncan and Virginia Duncan, the sum of Four Hundred  
 eighty seven and 87/100 (\$487.87) Dollars.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$487.87 and issued  
 Receipt No. 12813 therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 16 day of 7 1923

W. W. Stucky, County Treasurer  
W. W. Stucky, 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.

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 parties 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, ----- will pay a  
 reasonable attorney's fee of ----- DOLLARS  
 which this mortgage also secures.

Part ----- 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 20th day of July, 1923

R. L. Brown, SEAL

Anna Brown SEAL

STATE OF OKLAHOMA, County of -----, ss:

Before me, -----, a Notary Public in and for said County and State on this 20th  
 day of July, 1923 personally appeared R. L. Brown and Anna Brown, (his wife)

xxx  
 to me known to be the identical person 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 1st, 1926. (SEAL) A. V. Long, Notary Public

I hereby certify that this instrument was filed for record in my office on 25 day of July A. D., 1923  
 at 4:30 o'clock P.M. Book 439, Page 367

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