

#232317 NB

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That H. W. Archer and Lena E. Archer, his wife,
 a Tulsa, Tulsa, County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to Cyrus S. Avery, Alva J. Niles and C. W. Brewer,
 of Tulsa County, State of Oklahoma, parties of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot five (5) in Block Eleven (11) Federal Heights
Second Addition to the City of Tulsa, Oklahoma,
According to the recorded plat thereof.

I hereby certify that I received \$ 36 and issued Receipt No. 9858 therefor in payment of mortgage tax on the within mortgage.

PAID BY THE STATE OF TEXAS
 Date: 4 June 1923
 MAYNARD L. KEY, County Treasurer

Deputy

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 Six Hundred and No/100 ----- DOLLARS,
with interest thereon at the rate of 8 per cent, per annum, payable ----- annually from Date -----
according to the terms of a certain promissory note ----- described as follows, to-wit:

1 Note dated May 18, 1923, for \$600.00 in installments of \$15.00 per month; said installments to be paid once before the first day of each and every month hereafter beginning July 1st, 1923; Deferred payments bear interest at the rate of 8 per cent per annum from date. If any of the said installments become delinquent for 60 days the entire unpaid balance shall at once become due and payable at option of the holder.

This mortgage is given subject to a first mortgage of \$1000.00 payable to the United Savings & Loan Co. dated May 11th, 1923.

*** or interest of this mortgage of the first mortgage above referred to, or the taxes, insurance premiums, or in case of the breach of any covenant herein, or the breach of any covenant in the first mortgage above referred to, contained then the whole of said principal sum with interest, shall be due and payable,

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 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 ~~XXXX XXXXX XXXXX~~ ^{***} ~~gage on any interest installment, or the lesser 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,_____ will pay a reasonable attorney's fee of Sixty _____ DOLLARS which this mortgage also secures.

Part 10 of the first part, for said consideration, do-----hereby expressly waive appraisement of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 18th day of May, 19 23.

Mr. H. J. Archer SEAL

Mrs. Lena E. Archer. SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State on this 29th
day of May, 1923, personally appeared H.J. Archer, and Lena E. Archer, his wife

to me known to be the identical person, 9 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 March 27, 1924. (SEA L) Leone Patton Notary Public

I hereby certify that this instrument was filed for record in my office on 4 day of June A. D., 1923
at 10:30 o'clock A. M. Book 439, Page 45
By E. Brady Brown Deputy. O.G. Weaver County Clerk
(SEAL)