

232452 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Vivian Cummings and Louis W. Cummings, her husband of Tulsa County, Oklahoma, part 1st of the first part, ha^{ve} mortgaged and hereby mortgage to Elizabeth Brannan of Tulsa County, Oklahoma, part 1st of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Thirteen (13) Block Two (2) of the Sub-division of a part of Block Five (5) of Terrace Drive Addition to the city of Tulsa, Tulsa County, Oklahoma, according to the Recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received 3.250 and issued Receipt No. 9904 therefor in payment of mortgage tax on the within mortgage.

Dated this 6 day of June, 1923

WAYNE L. DICKEY, County Treasurer

W. L. D.

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 Three Thousand Five Hundred and No/100 (\$3500.00) DOLLARS, with interest thereon at the rate of Eight per cent, per annum, payable Monthly from date according to the terms of 95 certain promissory note 8 described as follows, to-wit:

94 notes numbered 1 to 94 inclusive for the sum of \$50.00 each, first note due 1 month from date and 1 note due on even date of each and every month thereafter until all 94 notes are paid. 1 note numbered 95 for the sum of \$30.68 due 95 months from date. All of the above notes include interest at the rate of 8% per annum, interest computed and payable monthly on entire deferred sum each month.

This mortgage is inferior and subject to a first loan in the amount of \$3000.00, now of record.

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 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 part ✓ shall be entitled to the immediate possession 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 10% of principal hereof and Ten 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 1st day of June, 19 23.

Vivian Cummings

SEAL

Louis W. Cummings

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, June 19 23, a Notary Public in and for said County and State on this 1st day of June, 19 23, personally appeared

Vivian Cummings

and Louis W. Cummings, her husband

to me known to be the identical person 8 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 4th, 1924. (Seal)

Harold J. Sullivan,

Notary Public

I hereby certify that this instrument was filed for record in my office on 5 day of June, A. D., 19 23

at 11:45 o'clock A. M. Book 439, Page 55

By Brady Brown, Deputy.

(Seal)

O. G. Weaver,

County Clerk