

232574 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Harry Montague and Lara Montague (husband and wife) of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Chas. K. Warren 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 Nine (9) in Block Two (2) of Lloyd 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 Savings & Loan Association of Bartlesville, Oklahoma, L. N. Ewing Company, Tulsa Agents, being at this date in the sum of \$2615.76, payable in monthly installments of \$42.12,

Received of Chas. K. Warren the sum of \$2,279.24 and is hereby acknowledged by Harry Montague and Lara Montague before me, June 1st 1923, at Tulsa, Oklahoma, County Treasurer H. J. Freeman

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 Twenty two hundred seventy nine and 24/100 (\$2279.24) DOLLARS, with interest thereon at the rate of eight per cent, per annum, payable semi annually from date hereof, according to the terms of one certain promissory note described as follows, to-wit:

Tulsa, Oklahoma, June 1st, 1923, for value received, we, or either of us promise to pay to the order of Chas. K. Warren, the sum of Twenty two hundred seventy nine and 24/100 Dollars (\$2279.24), in installments of Twenty five dollars, (\$25.00) per month; said installments to be paid on or before the first day of each and every month hereafter beginning the first day of July 1923. Deferred payments to bear interest at the rate of 8 per cent per annum, from date hereof, until paid; interest payable semi-annually. 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 Trust Company. This note is secured by second mortgage on Lot Nine (9) in Block Two (2) of Lloyd Addition to Tulsa, Oklahoma,

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party 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 party 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 ten per cent of face of mortgage, DOLLARS which this mortgage also secures.

Part 1st 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 first day of June, 19 23

Harry Montague SEAL
Lara Montague SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, June 1st 1923, a Notary Public in and for said County and State on this first day of June, 19 23, personally appeared Harry Montague and Lara Montague (husband and wife)

and they 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 January 10th, 1927. (Seal) W. T. Freeman, Notary Public

I hereby certify that this instrument was filed for record in my office on 6 day of June, A. D., 19 23 at 2:20 o'clock P. M. Book 439, Page 69
By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk