

COMPARED

Overday Book, Binders

232881 C.M.J.

SECOND
REAL ESTATE/MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That I. J. Frank Rhodes and Augusta B. Rhodes, his wife,
 of Tulsa, Tulsa County, Oklahoma, part ies of the first part, ha
 mortgaged and hereby mortgage to Mary P. Davis and W. M. Wilson
 of part ies of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot two (2), in Block Seven (7), Davis-Wilson Heights,
 an addition to the city of Tulsa, Tulsa County, Oklahoma,
 according to the amended plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 24 and issued
 Receipt No. 9999 therefor in payment of mortgage
 tax on the within mortgage

Dated this 11 day of June, 1923
WAYNE L. DICKEY, 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
Twelve Hundred and Fifty and no-100 (\$1,250.00) DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable at maturity annually from - -
 according to the terms of one certain promissory note described as follows, to-wit:

Dated June 7th, 1923, due October 7th, 1923, for the sum
 of One Thousand Two Hundred and Fifty (\$1,250.00) signed
 by J. Frank Rhodes and Augusta B. Rhodes and payable to
 Mary P. Davis and W. M. Wilson.

This mortgage is subject to a first mortgage to the
 Mortgage Bond Company of New York dated Oct. 17, 1922.

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.

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 ies 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, - - will pay a
 reasonable attorney's fee of Twenty-five (\$25.00) 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 7 day of June, 1923

J. Frank Rhodes

SEAL

Augusta B. Rhodes

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, - - -, a Notary Public in and for said County and State on this 7th
 day of June, 1923, personally appeared

J. Frank Rhodes

and Augusta B. Rhodes, his wife,

to me known to be the identical person ies who executed the within and foregoing instrument and acknowledged to me that the 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 21, 1927. (Seal)

J. W. "Joe" Simpson

Notary Public

I hereby certify that this instrument was filed for record in my office on 9 day of June, A. D., 1923
 at 11:20 o'clock A. M. Book 439, Page 96

By Brady Brown, Deputy.

(Seal)

O. G. Weaver,

County Clerk