

232923 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Daisy I. Ailes and Renald Ailes, her husband
of Tulsa County, Oklahoma, parties of the first part, have
mortgaged and hereby mortgage to P. E. Magee
of Tulsa County, Oklahoma, parties of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

All of Lots Seventeen (17), Eighteen (18) and Nineteen
(19) in Block Ten (10) Park Hill Addition to the city
of Tulsa as per the Amended plat thereof.

RECORDED 9988 268
DEED 11-11-23
JUNE 1923
COUNTY CLERK
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 Four Thousand Eight Hundred Eighteen and 15/100 DOLLARS,
with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from date
according to the terms of Seven (7) certain promissory note S described as follows, to-wit:

One note in the sum of \$250.00 due December 8, 1923
One note in the sum of \$250.00 due December 8, 1923
One note in the sum of \$500.00 due June 8, 1924.
One note in the sum of \$500.00 due December 8, 1924
One note in the sum of \$500.00 due June 8, 1925
One note in the sum of \$500.00 due December 8, 1925
One note in the sum of \$2,318.15 due June 8, 1926

This mortgage is subject and inferior to a first mortgage in the sum
of Four Thousand (\$4000.00) Dollars in favor of the Home Building &
Loan Ass'n. of Tulsa, Oklahoma.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party 18 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 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 party shall be entitled to the immediate pos-
session of the premises and all the rents and profits thereof.

Said party 18 of the first part hereby agree, that in the event action is brought to foreclose this mortgage, 18 will pay a
reasonable attorney's fee of Four Hundred Eighty one and 81/100 DOLLARS
which this mortgage also secures.

Parties 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 8th day of June, 19 23

Daisy I. Ailes SEAL

Renald Ailes SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, 18, a Notary Public in and for said County and State on this 8th
day of June, 19 23 personally appeared

Daisy I. Ailes

and Renald Ailes, her husband

to me known to be the identical person S 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 June 21, 1924. (Seal) Russell B. James, Notary Public

I hereby certify that this instrument was filed for record in my office on 9 day of June, A. D., 19 23
at 3:00 o'clock P. M. Book 499, Page 99

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