

231553-ACM

COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That, L. P. King and Rosette King, his wife of Tulsa County, Oklahoma parties of the first part have mortgaged and hereby mortgage to Oliver Conn party of the second part,

the following described real estate and premises situated in Tulsa County State of Oklahoma, to-wit:

All of Lot Nine (9) in Block Twelve (12) in Owen Addition to the City of Tulsa, Oklahoma, According to the amended plat thereof.

with all 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 no/100 DOLLARS, with interest thereon at the rate of 8 per cent per annum, payable monthly from date, according to the terms of two certain promissory notes described as follows, to-wit:

For value received we promise to pay to the order of Oliver Conn Eleven Hundred Seventy Dollars (\$1170.00) in installments of Forty-five dollars per month with interest at the rate of 8% per annum. Payable monthly from date, said installments to be paid on or before the 1st day of each and every month hereafter, Beginning the 1st day of July 1923.

For value received we promise to pay to the order of Oliver Conn Thirty Dollars with interest at the rate of 8% per annum. On or before October 1st, 1925. Interest payable monthly.

PROVIDED ALWAYS, That this instrument is made, executed and delivered upon the following conditions, to-wit: that said first parties 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 on 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 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 said second party shall be entitled to the immediate possession of the premises and all 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 One-Hundred Fifty and no/100 Dollars which this mortgage also secures.

Parties of the first part, for said consideration, do hereby expressly waive appraisal of said real estate and all benefits of the homestead, exemption and stay laws in Oklahoma.

Dated this 17th day of May 1923.

L. P. King

Rosetta King

STATE OF OKLAHOMA, )  
( SS  
County of Tulsa )

Before me, a Notary Public, in and for said County and State, on this 17th day of May 1923, personally appeared L. P. King, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal, the day and year last above written.

I hereby certify that I received \$ 48 and issued Receipt No. 9699 therefor in payment of mortgage tax on the within mortgage.

Dated this 25 day of 5 1923

WAYNE L. DICKEY, County Treasurer

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