

## MORTGAGE RECORD NO. 465

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. O. Dikis, a single man,  
 of Tulsa, County, Oklahoma, part Y of the first part, ha S  
 mortgaged and hereby mortgage to Alice Jones  
 of part of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot Three (3) Block Five (5) Irving place Addition  
 to the City of Tulsa, according to the recorded plat  
 thereof.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 78 and issued  
 Receipt No. 1130 for payment of mortgage  
 tax on the within mortgage.

Dated this 5 day of Oct. 1923  
W. W. Siskey, County Treasurer

S.B.  
 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 sixty (\$1260.00)  
 ----- DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable monthly xxxxx from date

according to the terms of 36 certain promissory note S described as follows, to-wit:

One note for Thirty five and no/100 Dollars (\$35.00) due on  
 Nov. 4th, 1923, and Thirty five notes for thirty five  
 dollars (\$35.00) each payable on the 4th of each and every  
 month thereafter, all the above 36 notes dated Oct. 4, 1923,  
 and all signed by J.O.Dikis.

This mortgage subject to one first mortgage for Two Thousand  
 dollars (\$2000.00) as shown of record.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part Y hereby  
 covenant S and agree S 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. 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 second part --- shall be entitled to the immediate possession of  
 the premises and all rents and profits thereof.

Said part Y of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, --- will pay a  
 reasonable attorney's fee of 10% of mortgage and one hundred, DOLLARS,  
 which this mortgage also secures.

Part Y of the first part, for said consideration, do --- hereby expressly not waive appraisement of said real estate and all benefit of  
 the homestead, exemption and stay laws in Oklahoma.

Dated this 4th day of October, 1923

J. O. Dikis

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, --- a Notary Public in and for said County and State, on this 4th  
 day of October, 1923, personally appeared J. O. Dikis, a single man,

and ---  
 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 signature and official seal the day and year last above written.

My commission expires Oct. 7, 1926. (SEAL) Edna Roberts, Notary Public

I hereby certify that this instrument was filed for record in my office on 5 day of Oct. A. D. 1923

at 9 o'clock A. M.

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