

240277 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Tom B. Matthews and Belle Vickery Matthews, husband and wife of Tulsa, of Tulsa County, Oklahoma, part ies of the first part, ha ve mortgaged and hereby mortgage to Antonia Lutz and Roy H. Cannon of Tulsa County, Oklahoma, part ies of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot numbered twenty (20) Block four (4), Edgewood Place Addition to the city of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

TRASURER'S ENFORCEMENT
I hereby certify that I received \$2,34 and issued Receipt No. 11568 the sum of a payment of mortgage tax on the within mortgage.
Dated this 19 day of Sept 1923
W. W. Stuckey, 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 (\$3950.00) Thirty Nine Hundred Fifty and No/100 DOLLARS, with interest thereon at the rate of 8 per cent, per annum, payable monthly from the 15th day of September 1923. according to the terms of one certain promissory note described as follows, to-wit:

One note for \$3950.00 payable \$50.00 per month. All of this second mortgage to mature in three years. Interest to be payable semi-annually.

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, 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 ies shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said part ies of the first part hereby agree, that in the event action is brought to foreclose this mortgage, ies will pay a reasonable attorney's fee of Three Hundred Ninety Five & No/100 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 12th day of September, 1923

Tom B. Matthews SEAL
Belle Vickery Matthews SEAL

STATE OF OKLAHOMA, County of Tulsa ss:

Before me, Chas. P. Yadon, a Notary Public in and for said County and State, on this 14th day of September, 1923, personally appeared Tom B. Matthews and Belle Vickery Matthews, husband and wife

and they to me known to be the identical persons 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 Oct. 29th, 1925. (Seal) Chas. P. Yadon, Notary Public.

I hereby certify that this instrument was filed for record in my office on 18 day of Sept., A.D. 1923 at 10:30 o'clock A. M. and recorded in Book 465, Page 11.
By Brady Brown, Deputy, (Seal) O. G. Weaver, County Clerk.