

#242244 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That R. L. Rowland and his wife, Bennie Rowland
 of Tulsa, County, Oklahoma, part ies of the first part, ha ve
 mortgaged and hereby mortgage to M.F. Steil
 of Y part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Ten (10) Block Four (4) of Terrace Drive
 Addition to the City of Tulsa, Oklahoma, according to
 the sub-division of a part of Block Five (5) of said
 Addition, according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$352 and issued
 Receipt No. 11989 for the payment of interest
 on the within mortgage.
16 Oct. 1923
B. Quinn

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 Four Hundred and no/100
(\$4400.00) DOLLARS,

with interest thereon at the rate of Eight per cent, per annum, payable Monthly ~~XXXX~~ from date
 according to the terms of 47 certain promissory note S described as follows, to-wit:

6 notes numbered 1 to 6 inclusive, of even date, each for the sum of \$160.00, 1 note numbered 7, of even date for the sum of \$140.00. 39 notes numbered 8 to 46 inclusive, each for the sum of \$100.00, of even date, and 1 note for the sum of \$81.52, of even date, numbered 47. First note due one month from date and one note due on even date of each and every month thereafter until all 47 notes are paid.

All of the above notes include interest at the rate of 8% per annum interest computed and payable monthly on entire deferred sum.

This mortgage is inferior and subject to a first loan in the amount of \$3500.00, in favor of Gum Bros.

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 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 Y 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, they will pay a reasonable attorney's fee of 10% of unpaid principal hereof and Ten 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 15th day of October, 1923.

R. L. Rowland SEAL

Bennie Rowland, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, --- a Notary Public in and for said County and State, on this 15th
 day of October, 1923, personally appeared R. L. Rowland and Bennie Rowland,

his wife,

and ---

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 March 4th, 1924. (SEAL) Harold J. Sullivan, Notary Public.

I hereby certify that this instrument was filed for record in my office on 16 day of Oct., A. D., 1923
 at 1 o'clock P. M.

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