

#242682 NS

2nd  
REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. Evangeline Manion and C. P. Manion, her husband,  
a Tulsa, Tulsa, County, Oklahoma, part Y of the first part, he S  
mortgaged and hereby mortgage to Charles Roe Keilty and Kathryn B. Keilty,  
of part 1250; the second part, the following described real estate and premises situated in  
Tulsa County, State of Oklahoma, to-wit:

Lot 2, Block 3, East Highland Addition to the  
City of Tulsa;

THESURER'S ENDORSEMENT

I hereby certify that I received \$290 and issued  
Receipt No. 2110 therefor in payment of mortgage  
on the within mortgage.

Dated this 22 day of Oct, 1923  
S. B.

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 Twenty Nine Hundred and Fifty (\$2,950.00) - - - -

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable monthly annually from October 17th, 1923,

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

Note dated October 17, 1923, in the principle sum of \$2,950.00,  
payable at rate of \$40.00 per month, including interest at the  
rate of 8% per annum.

This mortgage is subject to a first mortgage dated July 30, 1923,  
favor the Exchange Trust Company, Tulsa, Oklahoma, in the amount  
of \$2,000.00 Due August 1, 1926, filed July 31, 1923.

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 1250 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, Y will pay a  
reasonable attorney's fee of One Hundred - - - - - DOLLARS,  
which this mortgage also secures.

Part Y of the first part, for said consideration, do es hereby expressly waive appraisalment of said real estate and all benefit of  
the homestead, exemption and stay laws in Oklahoma.

Dated this 17th day of October, 1923

J. Evangeline Manion SEAL

C. P. Manion, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss: Y

Before me, Y a Notary Public in and for said County and State, on this 18th  
day of Oct., 1923, personally appeared J. Evangeline Manion and C. P. Manion,

and Y  
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 Mch. 27, 1926. (SEAL) Baulah A. Hull, Notary, Public

I hereby certify that this instrument was filed for record in my office on 20 day of Oct., A. D., 1923  
at 11:40 o'clock A. M.

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