

## MORTGAGE RECORD NO. 465

#243449 NS

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Michael Mullinsof Tulsa, County, Oklahoma, part V of the first part, he ve  
mortgaged and hereby mortgage to R. J. Irwin,of part V of the second part, the following described real estate and premises situated in  
Tulsa County, State of Oklahoma, to-wit:

East Twenty Five (25) Feet of Lot Two (2) in  
Block, in Block Three (3) in Highland First  
Addition, to the City of Tulsa, State of Oklahoma,  
according to the recorded plat thereof.

This is a third mortgage and is give subject to first mortgage  
of \$550.00, and a second mortgage of \$680.00, as now shown of  
record.

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 Two Hundred Ninety

DOLLARS,

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

according to the terms of 14 certain promissory note S described as follows, to-wit:

Thirteen notes of \$20.00 each, and one note of \$30.00, all  
dated Oct. 19th, 1923; First note due August 1st, 1926, and  
one note there after consecutively monthly until the full  
amount is paid, drawing interest at 8% per annum, payable  
monthly interest on notes and mortgage is to be paid semi-  
annually until August 1st, 1926, after that date, interest  
is to be paid monthly.

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

Said part V 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 \$25.00 and Ten percent. DOLLARS,  
which this mortgage also secures.

Part V 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 19th day of October, 1923

Michael Mullins, SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Notary Public in and for said County and State, on this 19th  
day of Oct., 1923, personally appeared Michael Mullins

and he  
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 June 18, 1927. (SEAL) Nettie J. Powell, Notary Public.

I hereby certify that this instrument was filed for record in my office on 31 day of Oct., A. D. 1923

at 1 o'clock P. M.

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