

MORTGAGE RECORD NO. 465

#244818 NS

SECOND REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That C.B. Coomes and Mrs. Maggie Coomes, his wife,
 of Tulsa, County, Oklahoma, parties, the first part, have
 mortgaged and hereby mortgage to E.W. Chambers & M.P. Molitor
 of Tulsa, County, Oklahoma, parties, the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Twenty-three (23) in Block Two (2) in
 Englewood Addition to the City of Tulsa,
 Tulsa County, Oklahoma, according to the
 recorded plat thereof.

This mortgage subject to a first mortgage in
 the sum of \$1500.00 in favor of the Georgia
 State Savings and Loan Association, of Savannah,
 Ga.

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 Eight 53/100 8 B
 DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable monthly xxx from date
 according to the terms of one certain promissory note described as follows, to-wit:

\$1208.53

Tulsa, Oklahoma,
 Nov. 17, 1923.

At the rate of \$47.94 per month we promise to pay to
 the order of E. W. Chambers and M.P. Molitor, the sum of
 \$1208.53, with interest at the rate of 8% payable monthly
 on all principal sum until paid. First installment due
 Dec. 17, 1923, and a like sum each and every month there-
 after until paid in full according to the tenor of said
 note this day executed by said first parties to said second
 parties.
 Signed C.B. Coomes
 Mrs. Maggie Coomes

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

Said parties 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 \$10.00 and 10% of principal sum DOLLARS,
 which this mortgage also secures.

Parties 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 17th day of November, 1923.

C.B. Coomes SEAL
Maggie Coomes, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Max Halff, a Notary Public in and for said County and State, on this 17th
 day of November, 1923, personally appeared C.B. Coomes, and Mrs. Maggie Coomes, his wife

and they
 to me known to be the identical person 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 January 31, 1927. (SEAL) Max Halff Notary Public.

I hereby certify that this instrument was filed for record in my office on 19 day of Nov. A. D. 1923

at 3:30 o'clock P. M.
Brady Brown Deputy (SEAL) O.G. Weaver, County Clerk