

MORTGAGE RECORD NO. 465

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That A.W. Rush and Gwendolyn Rush, his wife,
Tulsa, County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to Max W. Campbell & R.W. McDowell,
 of Tulsa, part ies the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of the East One Hundred (100)
 feet of Lot One (1) in Block Four (4)
 of Weaver Addition and the East One
 Hundred (100) feet of the North Ten
 (10) feet of Lot One (1) in Block Two
 (2) of Edgewood Place Addition to the
 City of Tulsa, Oklahoma, according to
 the recorded plat thereof TREASURY'S ENDORSEMENT

12615 and issued
 23 Nov 1923
 W. W. Weaver, County Clerk

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-three Hundred Fifty & No/ 100 LEAVE DOLLARS.

with interest thereon at the rate of 8 per cent, per annum, payable as stated from date
 according to the terms of 36 certain promissory note, 8 described as follows, to-wit:

One certain series of 36 notes numbered from one to thirty-six inclusive, dated October 26th, 1923. Notes No. One to thirty-five inclusive are each for the principal sum of \$45.00 and No. 36 for the principal sum of \$775.00. The first of said series of notes becomes due and payable November 26, 1923 and one on the 26th day of each month thereafter until all of said notes have been paid. All the above notes bear interest at the rate of 8% per annum, each note having added to its face the interest on the entire deferred sum due from month to month.

This mortgage is subject and inferior to a first mortgage in the sum of \$3250.00 in favor of Peter Cope White and Daniel W. White, of Tulsa, Oklahoma.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties hereby covenant and agreed 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 notice is brought to foreclose this mortgage, they will pay a reasonable attorney's fee of Ten Dollars and ten per cent. 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 26th day of October, 1923.

A.W. Rush SEAL

Gwendolyn Rush SEAL

STATE OF OKLAHOMA, County of Tulsa,

Before me, 26th day of October, 1923, personally appeared A.W. Rush and Gwendolyn Rush,
his wife,

and they 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 5, 1926. (SEAL) R.W. Lee Notary Public

I hereby certify that this instrument was filed for record in my office on 23 day of Nov. A. D. 1923

at 10:40 o'clock A. M.

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