

## MORTGAGE RECORD NO. 465

#245225 NS

S/pc

## THIRD REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Louis Newman and Mary Newman, husband & wife, of  
Tulsa, Tulsa, County, Oklahoma, part of the first part, have  
 mortgaged and hereby mortgage to Tulsa Credit Men's Assn. a corporation,  
 of Tulsa, Tulsa, County, Oklahoma, part of the second part, the following described real estate and premises situated in  
Tulsa County, State of Oklahoma, to-wit:

The East (1/2) one half of the East (1/2) one half  
 of the North (1/2) one half of the North (1/2) one  
 half of the North (1/2) one half of the Southwest  
 (1/4) one fourth of Section (8) Eight, Township (20)  
 Twenty, North of Range (13) Thirteen East, together  
 with all improvements thereon, containing ten (10)  
 acres more or less according to the official recorded  
 survey thereof.

This mortgage is given subject to a First Mortgage of Eight Hundred (\$800.00)  
 Dollars and a Second Mortgage for Eight Hundred Fifty (\$850.00) Dollars.

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 (\$3450.38) Three Thousand Four Hundred Fifty  
& 38/100 DOLLARS.

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

All notes of even date hereof made and signed by the parties of  
 the first part and payable to the order of the party of the second  
 part;

Note No.1 for	\$300.00	due and payable	Dec. 12, 1923.
" " 2 "	\$300.00	" " "	Jan. 12, 1924.
" " 3 "	\$400.00	" " "	Feb. 12, 1924.
" " 4 "	\$400.00	" " "	Mar. 12, 1924.
" " 5 "	\$400.00	" " "	April. 12, 1924.
" " 6 "	\$400.00	" " "	May, 12, 1924.
" " 7 "	\$400.00	" " "	June, 12, 1924.
" " 8 "	\$400.00	" " "	July, 12, 1924.
" " 9 "	\$400.00	" " "	Aug. 12, 1924.
" " 10 "	\$ 50.38	" " "	Sept. 12, 1924.

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 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, will pay a  
 reasonable attorney's fee of One Hundred 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 12th day of October, 1923.

Louis Newman

SEAL

Mary Newman

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Notary Public in and for said County and State, on this  
October 3 day of 1923, personally appeared Louis Newman and Mary Newman,

and to me known to be the identical person, E who executed the within and foregoing instrument and acknowledged to me that they  
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 Oct. 20th, 1925. (SEAL) J.C. Rayson, Notary Public.

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

at 4:40 o'clock P. M.

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