

#247250 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Jessie Larue, Gladys Larue, Marion Larue and Jennie Larue Moore,
 a Tulsa, County, Oklahoma, part 1st of the first part, ha Ve
 mortgaged and hereby mortgaga to Jean Rutherford Saye
 of part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot One (1) in Block Thirteen (13) Morningside
 Addition to the City of Tulsa, Oklahoma, according
 to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 78 and issued
 Receipt No. 13087 therefor in payment of mortgage
 made on the above described premises.

Dated this 21 day of Dec, 1923
W. W. Weaver, County Treasurer

Deputy

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 Thirteen Hundred Thirty-four & 78/100 - - - -

with interest thereon at the rate of 8 per cent, per annum, payable as Stated 1/1/1 from 1/1/1 Date 1/1/1

according to the terms of 36 certain promissory note S described as follows, to-wit:

One certain series of 36 notes numbered from 1 to 36 inclusive,
 dated December 18, 1923. Notes No. 1 to 35 inclusive are each
 in the principal sum of \$30.00 and note No. 36 in the principal
 sum of \$284.78. The first of said series of notes becomes due
 and payable January 18, 1924, and one on the 18th 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 from date
 until paid.

This mortgage is subject and inferior to a first mortgage in the
 Original sum of \$7000.00, reduced to \$6974.28, in favor of
 the Farm & Home Savings & Loan Association.

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

Said parties of the first part hereby agree S that in the event action is brought to foreclose this mortgage, they will pay a
 reasonable attorney's fee of Ten dollars and ten percent - - - - - DOLLARS,
 which this mortgage also secures.

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

Dated this 18th day of December, 1923

Jessie LaRue

SEAL

Gladys LaRue

SEAL

Marion LaRue

Jennie LaRue Moore,

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 18th
 day of December, 1923, personally appeared Jessie Larue, Gladys Larue, Marion Larue and
Jennie Larue Moore,

and -----
 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 January 5, 1926. (SEAL) R. W. Lee, Notary Public.
 (Seal shows Russell W. Lee.)

I hereby certify that this instrument was filed for record in my office on 21 day of Dec, A. D., 1923
 at 9 o'clock A. M.

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