

## MORTGAGE RECORD NO. 465

#240939 NS

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That M. E. Barnes and Myrtle O. Barner, his wife, and Harry F. Miller and Ruth A. Miller, his wife, of Tulsa, County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Netta Phillips of Tulsa, County, Oklahoma, parties of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Block 2,  
The East Forty seven and two tenths (47.2) feet of Lots  
One (1) and Two (2)/Lloyd Addition to the City of Tulsa,  
Okla. according to the recorded plat thereof.

This mortgage given subject to a first mortgage of Thirty  
five hundred (\$3500.00) Dollars, as shown of record.

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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 Five Hundred Fifty DOLLARS,

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

according to the terms of 18 certain promissory note described as follows, to-wit:

Eighteen certain promissory notes dated ....1923, the first seventeen of which are in the amount of \$30.00 each and the last note in the amount of \$40.00. The first note due and payable one month after date, and one note due and payable each and every month thereafter until all notes have been paid in full together with interest at the rate of 8% per annum payable monthly on such sums that remain from time to time unpaid.

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 party 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% of this mortgage and \$10.00 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 25 day of September, 1923

M. E. Barnes  
Myrtle O. Barnes, SEAL  
Harry F. Miller, SEAL  
Ruth A. Miller,

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 25 day of September, 1923, personally appeared M. E. Barnes and Myrtle O. Barnes, Harry F. Miller, and Ruth A. Miller,

and 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 Jan. 16 1927. (SEAL) J. O. Dikis, Notary Public.

I hereby certify that this instrument was filed for record in my office on 27 day of Sept, A. D., 1923 at 10 o'clock A. M.

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