

## MORTGAGE RECORD NO. 465

COMPAKED

#241063 NS

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J.M. Peterson and Lillie O. Peterson, his wife,  
 a Tulsa, of Tulsa, County, Oklahoma, part ies of the first part, have  
 mortgaged and hereby mortgage to George Perrine and O. Rufford,  
 of parties of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

All of Lot 10, Block 6, Hillcrest to the City of Tulsa,  
 Tulsa County, Oklahoma, according to the recorded plat  
 thereof.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$1.00 and issued  
 Receipt No. 11725 on the 28th day of September, 1923,  
 for the payment of mortgage.

Dated this 28th day of Sept. 1923  
 W. W. Stacker, County Treasurer  
S. Barling  
 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 Eighteen Hundred and No/100 -----  
 ----- DOLLARS,

with interest thereon at the rate of 8% per cent, per annum, payable Monthly ~~xxxxx~~ from date  
 according to the terms of one certain promissory note described as follows, to-wit:

One note of September 24th, in amount of \$1800.00, due and  
 payable monthly, beginning October 24th, \$50.00 per month and  
 interest at the rate of 8% and a like sum on the 24th day of  
 each and every day thereafter until 36 monthly payments have  
 been made. And all sums remaining unpaid at the end of  
 36 months shall then become due and payable.

This mortgage is inferior and subject to a first loan in the  
 amount of \$3500 in favor of Doctors Peter Copp White and Dan  
 W. White, Tulsa, now recorded.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies hereby  
 covenant ies and agree ies 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 ies shall be entitled to the immediate possession of  
 the premises and all rents and profits thereof.

Said part ies of the first part hereby agree ies, that in the event action is brought to foreclose this mortgage, they will pay a  
 reasonable attorney's fee of 10% of unpaid principal and Ten and no/100 ----- DOLLARS,  
 which this mortgage also secures.

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

Dated this 24th day of September, 1923

J.M. Peterson SEAL

Lillie O. Peterson SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 24th  
 day of September, 1923, personally appeared J. M. Peterson and Lillie O. Peterson,  
his wife,

and -----  
 to me known to be the identical person ies 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 Feb. 6, 1926. (SEAL) W.A. Setser, Notary Public.

I hereby certify that this instrument was filed for record in my office on 28 day of Sept., A. D., 1923

at 3:20 o'clock P. M.

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