

COMPARED

MORTGAGE RECORD NO. 465

#241123 NS

SECOND

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W. L. Brown and Bertie Brown, his wife,
 of Tulsa, County, Oklahoma, part ies of the first part, ha ve
 mortgaged and hereby mortgage to Julien Halff
 of part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Four (4) in Block Ten (10) in Cherokee Heights
 Addition to the City of Tulsa, Tulsa County, Oklahoma,
 according to the recorded plat thereof.

This mortgage is the first mortgage of \$2500.00

Recorded 11750
 Date 29 Sept 1923
 W. W. S.B.

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 Twelve Hundred Twenty Five 92/100
 DOLLARS,
 with interest thereon at the rate of eight per cent, per annum, payable semi- annually from date
 according to the terms of one certain promissory note, described as follows, to-wit:

\$1225.92

Tulsa, Oklahoma,
 Sept. 27, 1923.

One note dated Sept. 27, 1923, executed by W. L. Brown and Bertie Brown his wife, to Julien Halff, in the principal sum of \$1225.92 payable in monthly installments of Thirty (\$30.00) per month with interest at the rate of 8% per annum, payable semi-annually from date, First monthly installment to become due Sept. 27, 1924, and one each and every month thereafter until paid in full according to the terms of said note.

Signed, W. L. Brown
 Bertie Brown.

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 V 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 that in the event action is brought to foreclose this mortgage, they will pay a reasonable attorney's fee of One Hundred and Twenty Five 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 27th day of September, 1923

W. L. Brown

SEAL

Bertie Brown,

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, 27th
September 1923, personally appeared W. L. Brown and Bertie Brown, his
wife,

to me known to be the identical persons 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 Oct. 9, 1926. (SEAL) Elizabeth Hall Notary Public.

I hereby certify that this instrument was filed for record in my office on 29 day of Sept. A. D. 1923

at 11:20 o'clock Pp M.

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