

## MORTGAGE RECORD NO. 402

The News-Dispatch Print & Audit Co., Shawnee, Okla.  
214823 C.M.J.

COMPARED

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Tillie Hill

a \_\_\_\_\_ of Creek County, Oklahoma, part t of the first part, has  
mortgaged and hereby mortgage to Edward McCoy  
of \_\_\_\_\_ part Y of the second part, the following described real estate and premises situated in  
Tulsa County, State of Oklahoma, to-wit:

Lot Three (3), of Block Thirty Nine (39) in the Owen  
Addition, to the City of Tulsa, State of Oklahoma, accord-  
ing to the amended plat thereof, dated April 25th 1907,  
and duly filled for record.

This mortgage is given subject to First Mortgage of  
\$1000.00 at 10% interest.

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

DOLLARS

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

according to the terms of 30 certain promissory note S described as follows, to-wit:

30 notes of even date, of \$40.00 each.  
First note of \$40.00 dated Nov. 25th, 1922, due Dec. 25th,  
1922, and one note due there after for 29 consecutive  
months until the amount is paid in full, Notes draws 8%  
interest, payable monthly.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part Y hereby  
covenant S and agree S 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.

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

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

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

Dated this 25th day of Nov., 1922.

Tillie Hill

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 25th  
day of November, 1922, personally appeared \_\_\_\_\_

Tillie Hill

and \_\_\_\_\_

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed

the same as her 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 Nov. 30, 1922. (Seal) Rufus A. Underwood Notary Public.

I hereby certify that this instrument was filed for record in my office on 27 day of Nov., A. D., 1922

at 8:00 o'clock A. M. Book 402, Page 10.

By F. Delman Deputy. (Seal) O. D. Lawson County Clerk.