

The News-Dispatch Print & Adm. Co., Shawnee, Okla.

216948 C.M.J. COMPANY
REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That F. F. Tryon and Anna Tryon, his wife

a _____ of Tulsa, in Tulsa County, Oklahoma, part ^{ies} of the first part, have mortgaged and hereby mortgage to Amber L. Lancasterof _____ part ^V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

All of Lots twenty seven (27) and twenty eight (28) in block nine (9) in Forest Park Addition to the City of Tulsa, according to the re-amended plat of said addition filed for record in the office of the County Clerk of said County on April 8th, 1911, and recorded in Book of Plats No. 2 at page 43.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$1⁵⁸ and issued Receipt No. 6788 therefor in payment of mortgage tax on the within mortgage.

Dated this 19 day of Dec 1922

WAYNE L. DICKEY, County Treasurer

E. L. L.

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

Two Thousand Three Hundred Fifty (\$2,350.00)

DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable all interest to be to be paid each six months

according to the terms of 7 certain promissory note 8 described as follows, to-wit:

All dated of even date herewith, executed and delivered by the Mortgagors to the Mortgagee as payee; No. 1 for \$300.00 due June 20, 1923; No. 2. for \$300.00 due December 20th, 1923; No. 3 for \$350.00 due June 20, 1924; No. 4 for \$300.00 due December 20th, 1924; No. 5 for \$300.00 due June 20, 1925; No. 6 for \$350.00 due December 20th, 1925; No. 7 for \$450.00 due June 20, 1926. It is agreed that this mortgage is a Second mortgage inferior to a Mortgage given to The Local Building and Loan Association of Oklahoma City, Oklahoma in the original sum of \$3500.00 and that in case said first mortgage should be satisfied at any time prior to the payment of this mortgage and the parties of the first part should desire to procure a loan from some other person on said property and secure the payment thereof with a first mortgage, then the party of the second part, her heirs or assigns, agree to release this mortgage or consent that the same be treated as inferior to any new first mortgage the parties of the first part may procure, provided the same shall not exceed the sum of \$3000.00.

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.

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, _____ will pay a reasonable attorney's fee of Two Hundred \$ 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 20th day of December, 1922

F. F. Tryon

SEAL

Anna Tryon

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 20th day of Dec. 22, 1922, personally appeared

F. F. Tryon and Anna Tryon, husband & wife

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 Feb. 19, 1924 (Seal) Edgar M. Lee, Notary Public.

I hereby certify that this instrument was filed for record in my office on 19 day of Dec. A. D. 1922 at 4:50 o'clock P. M. Book 402, Page 154

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