

216850 C.M.J.

COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Isla Beal and W. H. Beal, her husband,

a of Tulsa County, Oklahoma, part 108; the first part, ha. Y9.

mortgaged and hereby mortgage to Murray D. Russell

of part V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The North One Hundred Feet of Lot numbered Two (2),  
Block Fifteen (15), Lynch-Forsythe Addition to the  
City of Tulsa, Oklahoma, according to the recorded  
plat thereof, together with all improvements thereupon  
situated and thereunto belonging.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$22<sup>cts</sup> and issued  
Receipt No. 6814 therefor in payment of mortgage  
tax on the within mortgage.

Dated this 19 day of Dec. 1925

WAYNE L. DICKEY, County Treasurer

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

One Thousand Seventy (\$1070.00) and No/100

DOLLARS

with interest thereon at the rate of 8% per cent, per annum, payable semi-annually from date until paid,

according to the terms of 14 certain promissory note S described as follows, to-wit:

Fourteen notes of even date herewith, one note for \$118.75 due on or before December 15, 1923, one note for \$131.25 due on or before December 15, 1923; eleven notes for \$25.00 each, the first note due on or before January 15, 1924; and one note due on the 15th day of each and every month thereafter until all are paid; also one note for \$545.00 due on or before December 15, 1924. All of said notes to bear interest at the rate of 8% per annum, payable semi-annually from date until paid. This mortgage is given subject to a prior mortgage in favor of the Tulsa Building and Loan Association, Tulsa, Oklahoma, for \$2000, which mortgage has since been reduced to \$2880. First parties agree to assume and pay said mortgage and should they make default in the monthly installments on said mortgage for a period of sixty days, then the whole of this mortgage with interest shall become due and payable, the same as if they defaulted in the payment of this mortgage.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 108 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 108 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 Ten Dollars (\$10.00) and 10% of the principal sum of this mortgage, 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 15th day of December, 1925

Mrs. Isla Beal

SEAL

W. H. Beal

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 15th day of December, 1925, personally appeared

Isla Beal and W. H. Beal, her husband,

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 Oct. 29, 1925. (Seal) Chas. P. Yadon, Notary Public.

I hereby certify that this instrument was filed for record in my office on 19 day of Dec. A. D. 1925

at 11:40 o'clock A.M. Book 402, Page 155

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