

COMPARED

MORTGAGE RECORD NO. 402

De Non Pluribus Part. 5, 1911, C. 5, 1911, O. 11

217146 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That S. C. Manion and J. R. Manion, her husband
 of Tulsa County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to Thomas Chestnut
 of part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Six (6), Block One (1), Edgewood Drive
 Addition to the city of Tulsa, Oklahoma, according
 to the recorded plat thereof.

I hereby certify that I received \$2800 and issued
 Receipt No. 6878 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 21 day of Dec, 1922

WAYNE L. DICKEY, County Treasurer

W. L. Dickey
 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

Thirteen Hundred Eighty Seven and 50/100 DOLLARS
eight

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

according to the terms of three (3) certain promissory note s described as follows, to-wit:

One (1) note for \$462.50 due on or before six (6) months from
 date hereof; one (1) note for \$462.50 due on or before twelve
 (12) months from date hereof; one (1) note for \$462.50 due on
 or before eighteen (18) months from date hereof; all of said
 notes being signed by S. C. Manion and J. R. Manion payable
 to the order of Thomas Chestnut.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties 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 parties 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 as provided in said notes. DOLLARS,
 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 eighteenth day of December, 1922

S. C. Manion SEAL

J. R. Manion SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, , a Notary Public in and for said County and State, on this 19th
 day of December, 1922, personally appeared

S. C. Manion and J. R. Manion, 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 this day and year last above written.

My commission expires March 31, 1925. (Seal) A. D. Blackard, Notary Public.

I hereby certify that this instrument was filed for record in my office on 21 day of Dec., A. D., 1922
 at 1:45 o'clock P. M. Book 402, Page 166

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