

COMPARED

MORTGAGE RECORD NO. 402

The New Dispatch Print & Audit Co., Tulsa, Okla.
214764 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Sam L. Bell and Nellie A. Bell, his wife
 a _____ of Tulsa County, Oklahoma, part ies of the first part, have
 mortgaged and hereby mortgage to Fercy Collins
 of Tulsa part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Seven (7) Block two (2) Highland Second Addition
 to the City of Tulsa, Tulsa Co. Oklahoma, according
 to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I certify that I received \$ 1230 and issued
No. 4336 therefor in payment of mortgage
 on the within mortgage.
 Dated this 22 day of Nov 1922

WAYNE L. DICKEY, County Treasurer

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 _____

Three thousand & No/100

DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable monthly ~~annually~~ from Nov. 21, 1922.

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

Dated Nov. 21, 1922 for \$3000.00 with interest at 8% per annum
 payable monthly. It is agreed that makers shall pay \$100.00 Jan. 1,
 1923 & like sum each month thereafter. Interest on whole principal sum
 due shall be first credited balance of payment credited on principal.

This mortgage is given subject, and is inferior, to a certain mortgage
 for \$2000.00 and interest, given by said parties to Lucia E. Bartlett
 and dated Nov. 21, 1922.

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.

or interest of this or the first mortgage above referred to

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 thereon, 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 S, that in the event action is brought to foreclose this mortgage, they will pay a
 reasonable attorney's fee of 10.00 & 10% of the note DOLLARS,
 which this mortgage also secures.

~~Parties of the first part, for and in consideration, do hereby expressly waive appraisal of said real estate and all benefit of the~~
~~homestead, exemption and stay laws in Oklahoma~~

Dated this 21 day of Nov., 1922.

Sam L. Bell

SEAL

Nellie A. Bell

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

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

Sam L. Bell

Nellie A. Bell

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 March 10, 1926. (Seal) Joe Ann McDaniel, Notary Public.

I hereby certify that this instrument was filed for record in my office on 25 day of Nov. A. D. 1922
 at 10:28 o'clock A. M. Book 402, Page 2

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