

## MORTGAGE RECORD NO. 402

218018 C.M.J.

## COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Kirby Price and Lucile his wife

a \_\_\_\_\_ of Turley, Tulsa \_\_\_\_\_ County, Oklahoma, part VS of the first part, ha S  
mortgaged and hereby mortgage to Elsie Brittonof \_\_\_\_\_ 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 Numbered (4) Four in Block Number  
(6) Six in North Turley Addition to the  
Town of Turley Tulsa County, Okla. according  
to the recorded plat thereof.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 32.00 and issued  
Receipt No. 7177 therefor in payment of mortgage  
tax on the within mortgage.Dated this 3 day of Jan, 1923.

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 \_\_\_\_\_

Eight Hundred No/100

DOLLARS

with interest thereon at the rate of 10 per cent, per annum, payable \_\_\_\_\_ annually from \_\_\_\_\_ Date \_\_\_\_\_according to the terms of 32 certain promissory note S described as follows, to-wit:Thirty two notes of \$25.00 each. All bearing date of May 31th  
1921 the first of which is due and payable June 1st 1921 then  
the remaining 31 notes payable 30 days apart beginning July  
1st, 1921.Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part VS 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 S shall be entitled to the immediate possession of  
the premises and all rents and profits thereof.Said part VS of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, \_\_\_\_\_ will pay a  
reasonable attorney's fee of Seventy five DOLLARS,  
which this mortgage also secures.Part VS 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 31st day of May, 1921.

Kirby Price

SEAL

Lucile Price

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 31th  
day of May, 1921, personally appeared \_\_\_\_\_

Kirby Price

and Lucile Price, his wife

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 28th, 1925. (Seal) W. L. Britton Notary Public.I hereby certify that this instrument was filed for record in my office on 3 day of Jan., A. D., 1923  
at 9:30 o'clock A. M. Book 402, Page 214By Brady Brown Deputy. (Seal) O. G. Weaver. County Clerk.