

COMPARED
MORTGAGE RECORD NO. 402

23

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214971 C.B.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That E. S. Beaty and Hattie M. Beaty his wife
a _____ of City of Tulsa, Tulsa County, Oklahoma, parties of the first part, ha. ye
mortgaged and hereby mortgage to E. B. Colburn
of _____ part Y of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

Lot 169 of the resubdivision of lots 2, 3, 4, 5, 6,
7, 8, 9, and 10, in Block 2 of Rodgers Heights Sub-
division in Tulsa County, Oklahoma according to the
recorded plat thereof.

DEBTOR'S ENDORSEMENT

I certify that I received \$ 30 and therefor
in payment of mortgage.
dated this 22 day of Nov 1922
Wayne L. Dickey County Clerk

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 _____
Five Hundred and No/100 DOLLARS
with interest thereon at the rate of Ten per cent, per annum, payable semi- annually from _____ date
according to the terms of _____ certain promissory note _____ described as follows, to-wit:

\$500.00 No/100 Tulsa, Oklahoma, November 24, 1922.
Three years after date, for value received, we promise to pay to the order of
E. B. Colburn Five Hundred and No/100 Dollars at Tulsa Oklahoma without defalcation
or discount with interest at the rate of Ten per cent. per annum, payable semi-annually
from date until paid.
Should any interest or principal not be paid when due, it shall bear interest at the
rate of 10 per cent. per annum until paid. Interest on this note to be paid semi-
annually. The principals endorers, sureties and grantors of this note hereby severally
waive presentment and demand of payment, notice of non-payment, protest and notice of
protest, and extension of time of payment. If this note is not paid when due and is col-
lected by an attorney or by suit, principals, sureties and endorers agree to pay the
attorney's fee for the collection of same the sum of ten dollars and ten percent of the
amount remaining unpaid. (Copy)
Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 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 Y 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 Fifty and No/100 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 24th day of November, 1922.

E. S. Beaty SEAL

Hattie M. Beaty SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 27th
day of November, 1922 personally appeared _____

E. S. Beaty

and Hattie M. Beaty, 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 Jan. 3, 1926 D. A. Mullen Notary Public.

I hereby certify that this instrument was filed for record in my office on 28 day of Nov, A. D. 1922

at 1:45 o'clock P.M. Book 402, Page 23

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