

COMPARED  
MORTGAGE RECORD NO. 402

The News Dispatch Print & Adm. Co., Shawnee, Okla.

215058 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Richard Flood

a \_\_\_\_\_ of Washington County, Oklahoma, part Y of the first part, he  
mortgaged and hereby mortgage to Maude Burgess of Tulsa, Oklahoma,  
of \_\_\_\_\_ part Y of the second part, the following described real estate and premises situated in  
Tulsa County, State of Oklahoma, to-wit:

Lots Fifteen (15) and Sixteen (16) Block Five  
(5) Overlook Addition to the city of Tulsa,  
according to the amended plat thereof.

The mortgagor hereby certifies that this property was never  
the homestead of said mortgagor, but that this mortgage is  
given as and for a part of the purchase price of said property  
by the mortgagor from the mortgagee.  
The mortgagor agrees to keep said property insured for fire &  
Lightning for \$1500. during the life of this mortgage.

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 Dollars as evidenced one promissory and ne- DOLLARS  
gotiable note

with interest thereon at the rate of ten per cent, per annum, payable semi- annually from November 20th, 1922.

according to the terms of said certain promissory note \_\_\_\_\_ described as follows: to-wit: bearing even  
date herewith and given as evidence of the within indebtedness.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$20 and issued  
Receipt No. 6464 therefor in payment of mortgage  
tax on the within mortgage.

Dated this 28 day of Nov 1922

WAYNE L. DICKEY, County Treasurer

*W. L. Dickey*

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part Y 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 Y shall be entitled to the immediate possession of  
the premises and all rents and profits thereof.

Said part Y 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 One Hundred and fifty DOLLARS,  
which this mortgage also secures.

Part Y 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 28th day of November, 1922.

Richard Flood SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 28th  
day of November, 1922, personally appeared \_\_\_\_\_

Richard Flood

and \_\_\_\_\_  
to me known to be the identical person \_\_\_\_\_ who executed the within and foregoing instrument and acknowledged to me that he executed

the same as his 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 November 30, 1922. (Seal) Rufus A. Underwood, Notary Public.

I hereby certify that this instrument was filed for record in my office on 29 day of Nov. A. D., 1922  
at 9:55 o'clock A.M. Book 402, Page 26.

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