

## MORTGAGE RECORD NO. 402

215068 C.E.J.

COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That

William P. Herron and June Herron (his wife)

a \_\_\_\_\_ of Tulsa

County, Oklahoma, parties of the first part, have

mortgaged and hereby mortgage to Ben H. Ash

of \_\_\_\_\_ part \_\_\_\_\_ of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Seven (7) in Block Six (6) Sunset Park Addition  
to the city of Tulsa Oklahoma according to the official  
plat thereof duly recorded in the office of the Register  
of Deeds within and for Tulsa County, Oklahoma.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 400 and issued  
Receipt No. 6428 therefor in payment of mortgage  
tax on the within mortgage.

Dated this 29 day of Nov, 1922

WAYNE L. DICKEY, County Treasurer

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

Thirty Four Hundred and No/100

DOLLARS

eight

with interest thereon at the rate of \_\_\_\_\_ per cent, per annum, payable \_\_\_\_\_ at maturity annually from November 29th, 1922

according to the terms of \_\_\_\_\_ One \_\_\_\_\_ certain promissory note \_\_\_\_\_ described as follows, to-wit:

One note dated November 29th 1922, for Thirty Four Hundred  
Dollars (\$3400.00) due thirty days after date with interest  
at the rate of 8% payable at maturity.

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 \_\_\_\_\_ 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 \_\_\_\_\_ Three Hundred and forty and no/100 \_\_\_\_\_ 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 28th day of November, 1922.

William P. Herron

SEAL

June Herron

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 \_\_\_\_\_

William P. Herron and June Herron (his wife)

and

to me known to be the identical persons 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 4/19/26 (Seal) A. S. Viner. Notary Public.

I hereby certify that this instrument was filed for record in my office on 29 day of Nov. A. D., 1922  
at 11:45 o'clock A. M. Book 402, Page 28

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