

COMPARED

MORTGAGE RECORD NO. 402

The Record Book of Mortgages, Volume 402, Page 280

218984 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W. S. Fly and Florence Fly his wife
 a _____ of Tulsa County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to O. S. Mason
 of _____ part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Thirteen (13) in Block "B" in Joe Subdivision,
 located in the Northeast quarter of Section in
 four (4) Township Nineteen (19) North, Range Twelve
 (12) East, I. H. according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 400.00 and issued
 Receipt No. 7632 in payment of mortgage
 tax on the within mortgage.

Dated this 7 day of Feb 1925

WAYNE L. DICKEY, County Treasurer

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same. adj. Deputy

This mortgage is given to secure the principal sum of _____

One Thousand and No/100

DOLLARS

with interest thereon at the rate of 10 per cent, per annum, payable semi- annually from date

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

For One Thousand dollars payable in two years, with
 interest at 10% payable semi-annually

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 Y 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 Ten per cent and twenty five (\$25.00) DOLLARS,
 which this mortgage also secures.

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

Dated this 13th day of January, 1925.

W. S. Fly

SEAL

Florence Fly

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this Thirteenth (13)
 day of January, 1925 personally appeared _____

W. S. Fly

and Florence Fly his wife

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 Feb. 4th, 1925. (Seal) Lewis G. Melone Notary Public.

I hereby certify that this instrument was filed for record in my office on 13 day of Jan. A. D. 1925
 at 10:40 o'clock A. M. Book 402, Page 280

By Brady Brown Deputy. (Seal) O. G. Weaver County Clerk.