

COMPARED

## MORTGAGE RECORD NO. 402

219870 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That We, Richard Flood and Virginia Flood, husband and wife,  
 of Bartlesville, Washington County, Oklahoma, part ies of the first part, ha ies  
 mortgaged and hereby mortgage to A. D. Morton

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

A part of Lot Six (6) in Block Twenty (20) in North Tulsa, an Addition to Tulsa, Oklahoma. Also a part of Lot One (1) Block Six (6) in the original City of Tulsa, according to the recorded plats thereof and described as follows: Commencing at a point on the Easterly line of Lot 6, Block 20, a distance of 32.8 feet Southeasterly from the Northeasterly corner of said Lot 6; running thence Southwesterly and parallel with the North line of said Lot 6 a distance of 140 feet to a point on the Westerly line of Lot 1, Block 6, Original Tulsa, running thence Southeasterly along the Westerly line of said Lot 1, a distance of 75.5 feet; running thence Northeasterly and parallel with the Southerly line of said Lot 1, a distance of 140 feet to a point on the Easterly line of said Lot 1; running thence Northwesterly along the Easterly line of said Lot 1, Block 6, original Tulsa, and Lot 6, Block 20, North Tulsa, to the point of beginning. This mortgage is given subject to a first mortgage and second mortgage, made by Bertha Dague and Samuel Dague, wife and husband, to the Exchange Trust Company of Tulsa, Tulsa County, Oklahoma, for Four Thousand Dollars (\$4000.00) payable three years after date; and also a second mortgage made by Richard Flood and wife to Bertha Dague and Samuel Dague, wife and husband, for Four Thousand Dollars (\$4000.00) payable in monthly installments of \$100.00 per month; forty notes of \$100.00 each, carrying 8% interest, this mortgage is given to secure the principal sum of Thirty-two Hundred and No/100 (\$3200.00) Dollars, eight

with interest thereon at the rate of eight per cent, per annum, payable one year after date, from date hereof according to the terms of a 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 \$3200.00 and issued  
 Mortgage No. 1365 in payment of mortgage  
 dated this 23 day of Jan, 1923  
 WAYNE L. LUCKY, County Treasurer  
E.W.  
 Deputy

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies 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 ies 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, they will pay a reasonable attorney's fee of 10 per cent 10 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 26th day of December, 19 22

Richard Flood SEAL  
 Virginia Flood SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ---, a Notary Public in and for said County and State, on this 26th day of December, 19 22, personally appeared

Richard Flood  
 and Virginia Flood, husband and 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 Jan. 29, 1923. (Seal) Bessie Crabtree, Notary Public.

I hereby certify that this instrument was filed for record in my office on 23 day of Jan., A. D., 19 23 at 2:40 o'clock, P. M. Book 402, Page 358

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