

COMPARED

MORTGAGE RECORD NO. 402

391

220340 D.L.E.

The New-Bisland Print & Audit Co., Okla., Okla.

FIRST REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That E. L. Allison and Beryl M. Allison his wife,

X of Tulsa County, Oklahoma, parties of the first part, have

mortgaged and hereby mortgage to Katherine McMahon,

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

Lot Number Fourteen (14) in Block Number
One (1) in Maywood Addition to the City
of Tulsa, Tulsa County, Oklahoma, accord-

TRUSTEES' ENDORSEMENT

I hereby certify that I received \$210 and issued Receipt No. 7524 therefor in payment of mortgage tax on the within mortgage.

Dated this 30 day of Jan, 1923

WAYNE L. DICKEY, County Treasurer

Asst. Deputy

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 Three Thousand Five Hundred (\$3500.00) and no DOLLARS

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

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

\$3500.00

Tulsa, Oklahoma
Jan. 29th. 1923.

One note dated January 29th. 1923, in the sum of \$3500.00 due January 29th. 1926, bearing interest at the rate of 9% per annum, payable semi annually from date until paid, said note being payable to the order of Katherine McMahon. Parties of the first part shall have the option of paying at any interest paying date the sum of \$500.00 or more on the principal, and stop interest on amount principal paid.

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 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 \$15.00 and 10% of principal sum 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 29th day of January, 1923.

E.L. Allison SEAL

Beryl M. Allison SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 29th day of January, 1923, personally appeared E.L. Allison

and Beryl M. Allison 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 Jan. 16, 1927 (SEAL) May Speight Notary Public.

I hereby certify that this instrument was filed for record in my office on 29 day of Jan, A. D., 1923

at 11:35 o'clock A. M. Book 402, Page 301

(SEAL)

By Brady Brown Deputy C. G. Weaver County Clerk.