

COMPARED MORTGAGE RECORD NO. 402

The New Dispatch Print & Audit Co., Shawnee, Okla.

SECOND REAL ESTATE MORTGAGE

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

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

mortgaged and hereby mortgage to Julien Halff

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

I hereby certify that I received \$28.00 and issued

Receipt No. 7204 therefor in payment of mortgage (1) in Maywood Addition to the City of Tulsa,

tax on the within mortgage.

Dated this 30 day of Jan 1923

WAYNE L. DICKEY, County Treasurer

Tulsa County, Oklahoma according to the recorded plat thereof.

Deputy

This mortgage subject to a first mortgage of \$3500.00 in favor of Katherine McMahon.

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 Four Hundred (\$400.00) NO/100

DOLLARS

with interest thereon at the rate of Eight per cent, per annum, payable monthly, commencing from date

according to the terms of Eight (8) certain promissory note described as follows, to-wit:

Each of the eight notes are dated January 29, 1923. Note 1 for \$50.00 is due February 29, 1923 and one note due each month thereafter until all eight notes are paid. Said notes bear interest at the rate of 8% per annum payable monthly. Each of said notes were signed by E. L. Allison.

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 party 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 \$10.00 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

and

to me known to be the identical person 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 392.

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