

COMPARED

## MORTGAGE RECORD NO. 402

220613 DLF

The Oklahoma Title &amp; Trust Co., Chicago, Ill.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Helen M. Bryan, and D. C. Bryan, her husband  
 a \_\_\_\_\_ of Tulsa County, Oklahoma, parties of the first part, have  
 mortgaged and hereby mortgage to Florence E. Lash  
 of \_\_\_\_\_ party \_\_\_\_\_ of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

all of Lot Numbered Eight (8) in  
 Block Numbered Twelve (12) in Sunset Park  
 Addition to the City of Tulsa, Tulsa County,  
 Oklahoma, according to the official Plat thereof.

THANKS TO THE  
 I hereby certify that I have received \$ 800 and issued  
 Receipt No. 2556 therefor in payment of mortgage  
 tax on the within mortgage.  
 Dated this 1 day of Feb 1923  
 WAYNE L. DICKEY, County Treasurer  
W. E. 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 Four Thousand (\$4000.00)

DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from date

according to the terms of one certain promissory note described as follows, to-wit:  
\$4000.00 Too Tulsa, Oklahoma. January, 30, 1923  
 Nine months after date, for value received we promise to pay to the order  
 of Florence E. Lash - - - Four Thousand (\$4000.00) - - - DOLLARS at Tulsa, Okla.  
 without defalcation or discount with interest at the rate of 8 per cent per annum, pay-  
 able semi-annually from date until paid. Should any interest or principal not be paid when  
 due, it shall bear interest at the rate of 10 per cent. per annum until paid. Interest  
 on this note to be paid annually The principals, endorsers, sureties and grantors of this  
 hereby severally waive presentment and demand of payment, notice on non-payment, protest  
 and notice of protest, and extension of time of payment. If this note is not paid when  
 due and is collected by an Attorney or by suit, principals, sureties and endorsers agree to  
 pay an Attorney's fee for the collection of same, the sum of Twenty-five Dollars and Ten  
 per cent. of the amount remaining unpaid.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party 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, \_\_\_\_\_ will pay a  
 reasonable attorney's fee of Two Hundred (\$200.00) 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 30th day of January, 1923

Helen M. Bryan SEAL

D. C. Bryan SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 30  
 day of Jan, 1923, personally appeared Helen M. Bryan and D. C. Bryan, her  
husband

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 June 9-1923 (SEAL) C. H. Terwilliger Notary Public.

I hereby certify that this instrument was filed for record in my office on 31st day of Jan, A. D., 1923  
 at 1.30 o'clock P. M. Book 402, Page 414

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