

COMPARED

220961 G.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Edgar P. Mellor and Hallie A. Mellor (his wife)

a _____ of Tulsa _____ County, Oklahoma, part 1st of the first part, ha-
 mortgaged and hereby mortgage to D. Ed Chase

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

All of Lot Twelve (12) Block Nineteen (19) in Irving
 Place Addition to the city of Tulsa, Tulsa County,
 Oklahoma, according to the recorded plat thereof.

Given subject to a first mortgage in the sum of (\$2200.00)

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 _____

Two thousand three hundred and no/100

DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable at maturity of each note ~~monthly from~~ on the unpaid balance

according to the terms of (5) certain promissory note _____ described as follows, to-wit:

Five notes all dated February 5th, 1923, four of which are made in the sum of (\$500.00) each and one note in the sum of (\$300.00) numbered from (1) to (5) inclusive the first of which is due and payable on the 22nd day of April, 1923, and one each and every three months thereafter according to their consecutive numbers, until the full amount of this mortgage is paid with 8% interest payable on the full amount on the unpaid balance at the payment of each note.

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 _____ 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, _____ will pay a reasonable attorney's fee of Two hundred & 10% on the unpaid balance _____ 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 5th day of February, 1923.

Edgar P. Mellor

SEAL

Hallie A. Mellor

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 5th day of February, 1923, personally appeared _____

Edgar P. Mellor

Hallie A. Mellor

and _____ to me known to be the identical person ^s 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 Oct. 24th, 1925. (Seal) J. Edgar Freeman, Notary Public.

I hereby certify that this instrument was filed for record in my office on 5th day of Feb. A. D. 1923 at 2:00 o'clock P. M. Book 402, Page 440

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