

COMPARED

MORTGAGE RECORD NO. 402

465

# 221295 NS

The News-Dispatch Print & Audit Co., Shawnee, Okla.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Ed Burden and Ada Burden,  
his wife, of Tulsa, County, Oklahoma, parties of the first part, ha. V.  
mortgaged and hereby mortgage to Mrs. Cornell Scales,  
part. Y. of the second part, the following described real estate and premises situated in  
Tulsa County, State of Oklahoma, to-wit:

7629 18  
7 Feb. 1923  
Lots 51 & 52 Block 5, Abdoq Addition  
to the City of Tulsa, according to the  
recorded plat thereof.

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 Nine hundred & No/100 DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable annually from date  
according to the terms of one certain promissory note ~~XXXXXX~~

bearing even date herewith and given as evidence of the within indebtedness.  
One February 23, 1923.

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 part. Y. 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 Twenty five & No/100 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 2nd day of January, 1923.

Ed Burden SEAL

Ada Burden SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, 2nd day of January, 1923, personally appeared Ed Burden, and Ada Burden, his wife,

to me known to be the identical person, who executed the within and foregoing instrument and acknowledged to me that they  
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 23rd, 1926 (SEAL) Dae Wade, Notary Public.

I hereby certify that this instrument was filed for record in my office on 8 day of Feby. A. D., 1923

at 2:30 o'clock P.M. Book 402, Page 465

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