

COMPARED

MORTGAGE RECORD NO. 402

547

The New-Division Print & Audit Co., Shawnee, Okla.

222628 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Homer Engle and his wife, Edna Engle

a of Tulsa County, Oklahoma, part 108 of the first part, have

mortgaged and hereby mortgage to E. S. Beaty

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

All of Lot Eighteen (18) Block Five (5) in Reddin Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the Recorded Plat thereof.

INTERNAL REVENUE
\$ 46
Cancelled

TREASURER'S ENFORCEMENT
I hereby certify that I received \$ 230 and issued
Revenue 7891 and in payment of mortgage
dated Feb. 23, 1923

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

WAYNE L. LICKLY, County Treasurer
W.B.

This mortgage is given to secure the principal sum of

Twenty-three Hundred and No/100 (\$2300.00)

DOLLARS

Eight

with interest thereon at the rate of per cent, per annum, payable Monthly from date

according to the terms of 65 certain promissory note described as follows, to-wit:

64 notes of even date in the amount of \$43.67 each, said sum includes interest at the rate of 8% per annum, computed and payable monthly on entire deferred sum, first note due one month from date and one note due on even date of each and every month thereafter until all 64 notes are paid.
1 note of even date in the amount of \$47.64 due 65 months from date, said note includes interest at the rate of 8% per annum to due date.
This mortgage is inferior and subject to a first loan in the amount of \$1700. now of record.

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, and to insure, and keep insured in favor of second party, buildings on said 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 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% of principal hereof and ten DOLLARS, which this mortgage also secures.

Part 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 Feb. 15, 1923 day of February, 19 23

Homer Engle SEAL

Edna Engle SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this Fifteenth day of February, 19 23 personally appeared Homer Engle and Edna Engle, his wife

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 Mar. 4, 1924. (Seal) Harold J. Sullivan, Notary Public

I hereby certify that this instrument was filed for record in my office on 23 day of Feb. A. D., 19 23

at 3:20 o'clock P. M. Book 402, Page 547

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