

COMPARED

#222903 NS

## MORTGAGE RECORD NO. 402

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That C. A. Shumard and Flora Shumard, his wife,  
 of Tulsa, County, Oklahoma, parties of the first part, ha. vs.  
 mortgaged and hereby mortgage to Percy Collins,  
 party of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

TREASURER'S ENDORSEMENT  
 I hereby certify that I received \$ 1,200 and issued  
 Receipt No. 7951 in payment of same  
 on the within date of Feb 1923  
 Dated this 27 day of Feb 1923  
WAYNE L. DICKEY, County Treasurer  
ag Deputy

Lot Fifteen (15) Block Twenty Two (22)  
 College Addition to the City of Tulsa,  
 Tulsa Co. Oklahoma, 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 Two Thousand & no/100 DOLLARS  
 with interest thereon at the rate of 8 per cent, per annum, payable monthly ~~XXXXX~~ from February 1, 1923.  
 according to the terms of 37 certain promissory note B described as follows, to-wit:

Dated Feb. 1, 1923. 36 Notes of \$25.00 each first one due March 1<sup>st</sup> 1923,  
 & one due each and every month thereafter, also one note of \$1100.00 due  
 March 1, 1926, all bearing interest at 8% per annum payable monthly and  
 attorneys fees.

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, 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 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 & 10% of amount remaining unpaid. 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 19 day of February, 1923

C. A. Shumard SEAL

Flora Shumard. SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 27th  
 day of February, 1923, personally appeared C.A. Shumard and Flora Shumard,

XXX  
 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 March 10, 1926. (SEAL) Joe Ann McDaniel Notary Public.

I hereby certify that this instrument was filed for record in my office on 27 day of Feby. A. D. 1923  
 at 10:30 o'clock A.M. Book 402, Page 555.

By Brady Brown Deputy. O.G. Weaver, County Clerk.