

223037 DLE.

THE NEW DISCOUNT PRICE &amp; ADJUST CO., SMOKEY, OKLA.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That WALTER ALLEN and ANNA ALLEN, his wife,

a \_\_\_\_\_ of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to CHAS. B. PETERS,

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

All of Lot TWO (2), Block TWO (2). Drew Sub-Division of the Campnell Addition to the City of Tulsa, according to the recorded plat there of.

(This mortgage is given subject to a first mortgage for THIRTY Thousand Dollars (\$30,000.00) in favor of the Home Building & Loan Association of Tulsa, Oklahoma, which is being paid monthly.

I hereby certify that I received \$200 and interest  
 P.M. No. 7873 in payment of mortgage  
 on the within mortgage.

Dated this 28 day of Feb 1923  
WAYNE L. DICKEY, County Treasurer

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 FIVE THOUSAND 0.9 (\$5000.00) DOLLARS

with interest thereon at the rate of eight per cent, per annum, payable \_\_\_\_\_

according to the terms of thirty-four certain promissory note S described as follows, to-wit:

Numbered from 1 to 34, dated Tulsa, Oklahoma, February 23, 1923.

Thirty-three (33) of said notes being for One Hundred Fifty Dollars

(\$150.00) each and payable one each month beginning with April 1, 1923,

and one note for Fifty Dollars (\$50.00) payable January 1, 1926, each

note bearing interest at the rate of 8% from date.

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 keep insured in favor of second party, buildings on said premises, and to insure,

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 Five Hundred (\$500.00) 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 23rd day of February, 1923

Walter Allen SEAL

Anna Allen SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 24th day of February, 1923, personally appeared WALTER ALLEN AND ANNA ALLEN, 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 8-24-1923 (SEAL) James B. Brooks Notary Public.

I hereby certify that this instrument was filed for record in my office on 28 day of Feb A. D. 1923 at 10.30 o'clock A.M. Book 402, Page 565

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