

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

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Omar Fincannon and Marguerite A. Fincannon,
 husband and wife,
 a _____ of _____ Tulsa, _____ County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to F.L. Alban
 of _____, part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

The West Thirty Two (32) feet of the East Sixty Four
 (64) feet of the North One Hundred (100) feet of the
 West Ninety Five (95) feet of Lot Two (2) Block Two
 (2) Tulsa, Square Addition to the City of Tulsa, Tulsa
 County, 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 Three Thousand One Hundred and No/100 - - - -

DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable monthly ~~annually~~ from _____ date _____

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

Dated January 15th, 1924, for the amount of \$3,100.00, payable
 in installments of \$30.67 monthly, commencing the 15th day of
 February, 1924, and a like sum on the 15th day of each and every
 month thereafter until thirty (30) payments have been made, after
 which the monthly installments will be increased to \$60.67, payable
 on the 15th day of each month until eighteen (18) monthly installments
 have been paid. Out of each sum shall first be credited the monthly
 interest at the rate of 8 per cent per annum on the whole deferred sum
 due and the balance of such payments shall be credited on the principal,
 any and all sum remaining unpaid at the end of forty eight (48) months shall then become
 due and payable. Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties hereby
 covenant, S. and agree S. 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 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 S. that in the event action is brought to foreclose this mortgage, they will pay a
 reasonable attorney's fee of Three Hundred Ten and No/100 - - - - - DOLLARS,
 which this mortgage also secures.

Parties of the first part, for said consideration, do ES hereby expressly waive appraisalment of said real estate and all benefit of the
 homestead, exemption and stay laws in Oklahoma.

Dated this 15th day of January, 19 24

Omar Fincannon SEAL

Marguerite A. Fincannon SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this eighteenth
 day of January, 19 24, personally appeared Omar Fincannon and Marguerite A.
Fincannon,

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 Jan. 9, 1928. (SEAL) R.A. Blackburn Notary Public.

I hereby certify that this instrument was filed for record in my office on 23 day of Jany. A. D. 19 24

at 1:35 o'clock P.M. Book 403, Page 26

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