

COMPARED

#250463 NS

MORTGAGE RECORD NO. 403

73

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Wallis L. Schuessler and Ollie Schuessler, his wife,  
 a \_\_\_\_\_ of Tulsa, \_\_\_\_\_ County, Oklahoma, part ies of the first part, have  
 mortgaged and hereby mortgage to Campbell Owsley  
 of \_\_\_\_\_, part \_\_\_\_\_ of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lots Five (5), Six (6), Seven (7), & Eight (8)  
 Block One (1), Privett Addition to Bixby, Okla.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 100 and issued  
 Receipt No. 13624 therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 6 day of Feb 1924

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to Wallis Schuessler, County Treasurer

This mortgage is given to secure the principal sum of Nine Hundred seventy-two and 50/100 LB.

DOLLARS

with interest thereon at the rate of 10 per cent, per annum, payable \_\_\_\_\_ annually from \_\_\_\_\_ date

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

Dated January 23, 1924 together with all conditions of said  
 note.

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.

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 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 10 per cent. \_\_\_\_\_ DOLLARS,  
 which this mortgage also secures.

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

Dated this 23 day of January, 1924

Wallis L. Schuessler SEAL

Ollie Schuessler SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 23  
 day of January, 1924, personally appeared Wallis L. Schuessler and Ollie  
Schuessler,

and \_\_\_\_\_  
 to me known to be the identical persons 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 Oct. 28, 1925. (SEAL) A.O. Wise, Notary Public.

I hereby certify that this instrument was filed for record in my office on 5 day of Feby. A. D., 1924  
 at 2:30 o'clock P.M. Book 403, Page 73

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