

The News-Dispatch Print & Job Co., Shawnee, Mo.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Clara G. Wallace and B.C. Wallace, her husband,
 of Tulsa, County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to W.W. Beattie,
 of part Y. of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lots Forty-one (41) and Forty-two (42) in Block Seven (7)
 in Orchard Addition to the City of Tulsa, Tulsa County,
 Oklahoma, according to the recorded plat thereof.

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Feb 12

L.B.

Deputy

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

(\$2500.00)

This mortgage is given to secure the principal sum of Twenty-five Hundred and no/100 - - (\$2500.00)

DOLLARS

with interest thereon at the rate of ten per cent, per annum, payable semi- annually from date

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

Signed by first parties, payable to the order of second party
 and due one year after date.

First parties covenant and warrant to and with second party
 that this mortgage is a first and prior lien against the above
 described premises, and that second party will not be required to
 appear in court to defend this mortgage and that no suit will be
 filed setting up any other lien as prior and superior to this mort-
 gage; and that any suit filed in court setting up any lien against said pre-
 mises as prior and superior to this mortgage shall be a breach of this covenant.

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, against fire and wind for \$3000.00

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. and the rents and profits of said premises are hereby
 assigned to second party to further secure said note.

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 of ten per cent of note and Twenty-five - - - - - DOLLARS,
 which this mortgage also secures.

Parties 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 6th day of February, 1924

Clara G. Wallace

SEAL

B.C. Wallace

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 6th
 day of February, 1924, personally appeared Clara G. Wallace and B. C. Wallace,
her husband,

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. 31, 1927 (SEAL) Max Half Notary Public.

I hereby certify that this instrument was filed for record in my office on 11 day of Feby. A. D., 1924

at 3:50 o'clock P.M. Book 403, Page 99

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