

IN TESTIMONY WHEREOF WE SIGN, This the 17th day of January 1923

C. B. McAllister

Emma McAllister

STATE OF KANSAS,)
County of Sumner) SS.

BE IT REMEMBERED, That on this 17th day of January, A. D. 1923, before me, a Notary Public in and for said county and State, came C. B. McAllister and Emma McAllister who are personally known to me to be the same persons who executed the within and foregoing instrument of writing, and as such persons duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission expires Jan 19th 1924

(SEAL)

C. R. Lamb, Notary public

Filed for record in Tulsa County, Tulsa Oklahoma, Feb. 9, 1923 at 9:30 o'clock A. M.
in Book 434, page 620

By Brady Brady, Deputy

(SEAL)

O. G. Weaver, County Clerk

221377 C. J.

REAL ESTATE MORTGAGE

I hereby certify that I received of 36
Re-est. No. 7690 the sum of 36 dollars
tax on the within mortgage.
Dated this 10 day of Feb, 1923
WAYNE L. DICKY, County Treasurer

KNOW ALL MEN BY THESE PRESENTS:

That, G. R. Manson and Label Manson, his wife, of Tulsa, county, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Geo. W. Henry party of the second part, the following described real

estate and premises situated in Tulsa County, State of Oklahoma, to-wit: All of Lot five (5) Block Three (3), Hackathorn Addition to the City of Tulsa, Tulsa county, Oklahoma, according to the recorded plat thereof, with all improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

This mortgage is given to secure the principal sum of Nine Hundred Forty and 88/100 (\$940.88) DOLLARS WITH INTEREST thereon at the rate of eight per cent per annum, payable monthly annually from date according to the terms of one certain promissory note, of even date payable in installments of \$35.00 each, payable one on the 1st day of April, 1923, and one on the 1st day of each and every month thereafter until paid in full.

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, and to keep said premises free from foreclosure suits,

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 said 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 as provided in said note and \$100.00 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 benefits of the homestead, exemption and stay laws in Oklahoma.