

MORTGAGE RECORD NO. 439

224962 C.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. Melvin Allen and H. M. Scottof Tulsa County, Oklahoma, parties of the first part, havemortgaged and hereby mortgage to C. E. Suppes

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

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6) and Seven (7) of Block Sixty-six (66) excepting twenty-five feet (25) right-of-way of the Sand Springs Interurban Railway Company extending along the Westside of said Lots, in the town of Tulsa, Oklahoma, formerly Muskogee (Creek) Nation, Indian Territory and according to the plat thereof on file.

This mortgage covers all improvements on above described property except office building occupied by W. D. McKinley and building occupied by the Mid-Co Pipe & Supply Company also all equipment, boiler house and additions to the main building occupied by the Southwestern Lubricating Company.

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

EIGHTEEN THOUSAND AND NO/100 DOLLARS,

with interest thereon at the rate of eight per cent, per annum, payable annually from date

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

One note dated March 19th, 1923 for the sum of eighteen Thousand Dollars, payable on or before five years from date hereof with interest at the rate of eight per cent (8%). Interest to be payable annually. Interest and principal of said note to be paid at Liberty National Bank, Tulsa, Oklahoma.

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.

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.

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 five per cent of the principal sum 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 19th day of March, 1923.

J. Melvin Allen SEAL

H. M. Scott SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 19th

day of March, 1923, personally appeared J. Melvin Allen

and H. M. Scott

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 March 23rd, 1925 (SEAL) Harry E. Wheeler Notary Public.

I hereby certify that this instrument was filed for record in my office on 19th day of March A. D., 1925

at 4:30 o'clock P. M. Book 439, Page 110.

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