

#226122 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That G.W. Allen and wife, Lucinda Allen

a ----- of Tulsa, County, Oklahoma, part 100 the first part, have mortgaged and hereby mortgage to J.R. McClain of Tulsa, Tulsa County, Oklahoma,

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

8556  
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mch  
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Lots Twenty-three (23) and Twenty-four (24) of Block Two (2) Greenwood Addition to the City of Tulsa, Oklahoma, according to the official plat of said City.

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 Hundred Eighteen and 04/100 (\$318.04)

----- DOLLARS,

with interest thereon at the rate of 10 per cent, per annum, payable ----- annually from ----- date until paid.

according to the terms of One certain promissory note ----- bearing even date herewith and given as evidence of the within indebtedness, said note being due 3-29-24.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 100 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 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 -----, that in the event action is brought to foreclose this mortgage, they will pay a reasonable attorney's fee of the sum of Fifty (\$50.00) ----- DOLLARS, which this mortgage also secures.

Part ----- of the first part, for said consideration, do not XXXXXXX but do waive appraisalment of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 29th day of March, 19 23.

G.W. Allen SEAL

Lucinda Allen SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 29th

day of March, 19 23, personally appeared G.W. Allen and his wife, Lucinda

Allen,

XXXX

to me known to be the identical person 8 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 Feb. 9, 1927. (SEAL) Amos T. Hall, Notary Public.

I hereby certify that this instrument was filed for record in my office on 30 day of Mch. A. D. 19 23

at 9:40 o'clock A. M. Book 439, Page 193

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