

The Next Day: 227301 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Mae Brown Allen and Victor F. Allen, her husband,

a _____ of _____ Tulsa _____ County, Oklahoma, parties of the first part, here

mortgaged and hereby mortgage to L. G. Sims, Jr.

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

Lot Four Hundred Eighty-nine (489) in Block Thirty-eight (38), and Lot Six Hundred Forty-five (645), in Block Forty-nine (49), all in Tulsa Heights Addition to the city of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof; the same being a part of the Southwest Quarter of Southwest Quarter of Section 29, Township 20 North, Range 13 East, in Tulsa County, Oklahoma.

It is hereby agreed that the sum of \$400.00 and no/100 is payment of mortgage

on the 7th day of April, 1925

WAYNE L. DICKEY, County Treasurer

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

Four Hundred and No/100 (\$400.00)

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable semi-annually from _____ date

according to the terms of 20 certain promissory notes \$ described as follows, to-wit:

Twenty notes, all dated the 7th day of April, 1925, and for the sum of \$20.00 each, and payable to the order of L. G. Sims, Jr. first one of said notes due and payable on the 7th day of May, 1925, and one due thereafter on the 7th day of each and every month until all of said twenty notes are paid; said notes bearing interest at 8 per cent per annum, payable semi-annually.

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.

or any part thereof

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 parties 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 Forty and no/100 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 7th day of April, 1925

Mae Brown Allen

SEAL.

Victor F. Allen

SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 11th day of April, 1925, personally appeared

Mae Brown Allen

Victor K. Allen, her husband

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. 9, 1926. (Seal)

Elizabeth Hall,

Notary Public.

I hereby certify that this instrument was filed for record in my office on 11 day of April, A. D., 1925

at 4:30 o'clock, P. M. Book 439, Page 288

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