

COMPARED

MORTGAGE RECORD NO. 439

230653 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That L. S. Allen and Elizabeth C. Allen, his wifea _____ of Tulsa County, Oklahoma, parties of the first part, havemortgaged and hereby mortgage to John S. Zinkof _____ part y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Four (4) Block One (1) New Irving Place Addition
to the city of Tulsa, County of Tulsa, State of Okla-
homa, according to the recorded plat thereof.

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 _____

Twenty Seven Hundred and Fifty (\$2750.00)

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable monthly annually from dateaccording to the terms of 48 certain promissory note s described as follows, to-wit:

Forty Seven Notes in the amount of \$45.00 each, due and payable each and every month from May 15, 1923, with interest payable monthly, at the rate of 8 per centum per annum. Interest to be paid on the entire unpaid balance monthly.

One note in the amount of \$635.00 due and payable in Forty Eight (48) months from May 15, 1923, with interest payable as above mentioned.

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 part ies 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 \$200.00 DOLLARS, which this mortgage also secures.

Part ies of the first part, for said consideration, do hereby expressly waive ~~appurtenances of said real estate~~ and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 15th day of May, 19 23L. S. Allen

SEAL

Elizabeth C. Allen

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 15th day of May, 19 23, personally appeared

L. S. Allenand Elizabeth C. Allen, his wife

to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed their 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 18, 1927. (Seal)W. Warren Ferrell,

Notary Public.

I hereby certify that this instrument was filed for record in my office on 16 day of May, A. D., 19 23at 11:00 o'clock A. M. Book 439, Page 548By Brady Brown,

Deputy. (Seal)

O. G. Weaver,

County Clerk.