

COMPARED

MORTGAGE RECORD NO. 439

231327 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Gibson B. Harrison and Mrs. Dora Harrison wife of W. M. Harrison of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to T. F. Selby and Charlette Selby his wife of _____ parties of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Seven (7) in Block Three (3) Amended plat of Vern Sub Division to the City of Tulsa, State of Oklahoma, according to the recorded plat thereof.

This mortgage is given subject to a first mortgage of twelve hundred dollars with interest at ten percent. It is agreed by the mortgagee that this lien shall be secondary to any first mortgage that the said Gibson B. Harrison and Mrs. Dora Harrison, wife of W. M. Harrison, deems necessary to make in order to take up the \$1200.00 above referred to, when it is due. In the event the mortgagors are able to secure a first mortgage greater the additional amount secured shall be made to apply upon this mortgage lien.

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 _____

Eight Hundred

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable monthly annually from date of notes and Mortgage according to the terms of 20 certain promissory notes, _____ described as follows, to-wit:

Twenty notes of forty dollars each dated May 16th 1923 First forty dollar note due June 16th, 1924, and one note thereafter for nineteen consecutive months until the full amount is paid, with interest at 8% per annum, payable semiannually until May 16th 1924, after May 16th 1924, interest is to be paid monthly.

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 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 Twenty Five Dollars and ten percent 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 22nd day of May, 19 23

Gibson B. Harrison

SEAL

Mrs. Dora Harrison

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 22nd day of May, 19 23, personally appeared _____

Gibson B. Harrison

and Mrs. Dora Harrison, his wife,

to me known to be the identical person, 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 Sept. 29, 1924. (Seal) Winnifred McMichael, Notary Public.

I hereby certify that this instrument was filed for record in my office on 23 day of May, A. D., 19 23 at 10:00 o'clock A. M. Book 439, Page 606

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