

231431 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Susie K. Beller and A. R. Beller her husbanda \_\_\_\_\_ of Tulsa County, Oklahoma, part ies of the first part, ha. vemortgaged and hereby mortgage to J. A. Manganof \_\_\_\_\_ part V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot number Four (4), Block Number Three (3), Park Addition  
to Red Fork, Oklahoma, 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 \_\_\_\_\_

Sixteen Hundred (\$1600.)

DOLLARS,

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

\$1600.00 Tulsa, Oklahoma, May 21st, 1923.  
For value received, I, we, or either of us promise to pay to the order of J. A. Mangan the sum of Sixteen Hundred Dollars (\$1600.00) in installments of Twenty Dollars and interest (\$20.00) per month; said installments to be paid on or before the 21st day of each and every month hereafter beginning the 21st day of June 1923. Deferred payments to bear interest at the rate of 8 per cent per annum from date until paid; interest payable monthly. If any of said installments become delinquent for 60 days the entire unpaid balance shall at once become due and payable at option of the holder. Negotiable and payable at the First National Bank, Tulsa, Okla. This note is secured by First mortgage on Lot 4, Block 3 in Park Addition to Red Fork, Okla. The makers and endorsers hereby severally waive presentment for payment, notice of non-payment, protest and notice of protest and agree that extensions of time for payment may be granted by the holders hereof without notice. Incase of legal proceedings to collect this note, or in case this note is handed to an attorney for collection, I, we, or either of us, agree to pay ten per cent of the total amount herein, additional as attorney's fees. Maker shall have the right to pay any multiple of the installment at any installment payment date.  
A. R. Beller Susie K. Beller  
F. O. Adams, Notary Public, Tulsa, Oklahoma, certifies that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies 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 V 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 \_\_\_\_\_ DOLLARS, which this mortgage also secures.

Part ies 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 21st day of May, 19 23Susie K. Beller

SEAL

A. R. Beller

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 23day of May, 19 23, personally appeared \_\_\_\_\_Susie K. Bellerand A. R. Bellerto me known to be the identical person s who executed the within and foregoing instrument and acknowledged to me that they executedthe 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 April 26, 1924. (Seal)J. N. Clark,

Notary Public.

I hereby certify that this instrument was filed for record in my office on 24 day of May, A. D., 19 23  
at 10:00 o'clock A. M., Book 439, Page 614

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