

COMPARED

MORTGAGE RECORD NO. 439

284474 C.S.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Mary A. Beckley and William H. Beckley, her husbanda _____ of Tulsa County, Oklahoma, parties of the first part, havemortgaged and hereby mortgage to Thomas P. Melvin and J. H. Boyle

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

All of Lot Twelve (12), Block Two (2), Sunset View
Addition to the city of Tulsa, Oklahoma, according
to the recorded plat of said addition.

8252 24

17 March 23

Tulsa County, Oklahoma

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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 _____

Twelve Hundred Thirty Seven Dollars and 50/100

DOLLARS,

eight

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

according to the terms of three certain promissory notes _____ described as follows, to-wit:

One (1) note for the sum of \$412.50 due on or before six (6) months from date hereof; one (1) note for the sum of \$412.50 due on or before twelve (12) months from date hereof; one (1) note for the sum of \$412.50 due on or before eighteen (18) months from date hereof; all of said notes being signed by Mary A. Beckley and William H. Beckley, payable to the order of Thomas P. Melvin and J. H. Boyles

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 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 _____ as provided in aforesaid notes _____ 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 twelfth day of March, 19 23Mary A. Beckley

SEAL

William H. Beckley

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

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

Mary A. Beckley and William H. Beckley, her husband

and _____

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 June 19, 1923. (Seal) Jewell Guthrie Notary Public.I hereby certify that this instrument was filed for record in my office on 14 day of March, A. D., 19 23at 4:00 o'clock P. M. Book 439, Page 74Brady Brown,

(Seal)

O. G. Weaver,

By _____ Deputy. _____ County Clerk.