

224479 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. E. Dalious and Florence M. Dalious, his wife

a of Tulsa County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to Thos. 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 Twenty (20) and the East Twenty-five (25) feet
 of Lot Twenty-one (21) Block One (1) Sunset View Addition
 to the city of Tulsa, 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

One Thousand Six Hundred Eighty-seven 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 note for \$562.50 due on or before six months from date hereof.
 One note for \$562.50 due on or before twelve months from date hereof.
 One note for \$562.50 due on or before eighteen months from date hereof.
 All of said notes signed by J. E. Dalious and Florence M. Dalious,
 payable to the order of Thos. P. Melvin and J. H. Boyle.

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.

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, they will pay a
 reasonable attorney's fee as provided in said 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 12th day of March, 1925

J. E. Dalious SEAL

Florence M. Dalious SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 12th
 day of March, 1925, personally appeared

J. E. Dalious and Florence M. Dalious, his wife

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 March 11, 1926. (Seal) W. L. Rinaman, Notary Public.

I hereby certify that this instrument was filed for record in my office on 14 day of March A. D., 1925

at 4:00 o'clock P. M. Book 439, Page 79

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