

Overby Bros. Binders

234121 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. Melvin Allen and Marydel Allen, his wife,
Tulsa, Oklahoma, Tulsa County, Oklahoma, part V of the first part, haS
 mortgaged and hereby mortgage to Ella D. Smyth, of Tulsa, Oklahoma
 of part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Five (5), Block Two (2) of the Friend Addition
 to the city of Tulsa, Oklahoma, according to the
 recorded plat thereof.

10270
 26
 6.50
 6.23
 WAYNE L. DECHER, County Treasurer
 O.B.
 Deputy

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 Sixty five Hundred and No/100 DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from date
 according to the terms of one certain promissory note described as follows, to-wit:

Dated June 22nd, 1923, and due on or before June 22nd, 1928,
 payable at the Producers National Bank, Tulsa, Oklahoma, to
 party of the second part. Note signed by J. Melvin Allen

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part V hereby
 covenantS and agreeS 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 upon 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 mort-
 gage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said prin-
 cipal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and the second party shall be entitled to the immediate pos-
 session of the premises and all the rents and profits thereof.

Said part V of the first part hereby agreeS, that in the event action is brought to foreclose this mortgage, he will pay a
 reasonable attorney's fee of Three Hundred and No/100 DOLLARS
 which this mortgage also secures.

Part V of the first part, for said consideration, does 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 June, 19 23

J. Melvin Allen

SEAL

Marydel Allen

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

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

J. Melvin Allen

and Marydel 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
 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 3/24/1925 (Seal)

V. P. Radar,

Notary Public

I hereby certify that this instrument was filed for record in my office on 25 day of June, A. D., 19 23

at 1:40 o'clock P. M. Book 439, Page 179

By Brady Brown

Deputy.

(Seal)

O. G. Weaver,

County Clerk