

232116 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. Hiram Tandy and Esca Tandy, his wife,
 a _____ of _____ Tulsa County, Oklahoma, part 106 of the first part, ha. Y9
 mortgaged and hereby mortgage to J. Melvin Allen
 of _____ part X of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot One (1) in Block Eight (8) in Hackathorn Addition
 to the city of Tulsa, 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 _____
Seventeen Hundred and Fifty Dollars (1750.00) DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable _____ annually from _____ date
 according to the terms of One certain promissory note _____ described as follows, to-wit:

Dated the 21st day of May 1923
 executed by J. Hiram Tandy in the sum of Seventeen Hundred and Fifty
 Dollars (\$1750.00) with interest at eight per cent per annum payable
 five years from date at Tulsa, Oklahoma.

Provided, that this mortgage will become a second mortgage to one
 mortgage for \$2000.00 on the herein described property, which \$2000.00
 must be used in improving said property.

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O.S.B.

Provided, always, 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 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 part y shall be entitled to the immediate pos-
 session of the premises and all the rents and profits thereof.

Said part ies 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 of Ten Dollars (\$10.00) and 10% of the amount 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 23.

J. Hiram Tandy

SEAL

Esca Tandy

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State on this 26th
 day of May, 19 23, personally appeared _____

J. Hiram Tandy and Esca Tandy, his wife

and _____
 to me known to be the identical person s 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 29, 1925. (Seal) Harry L. S. Halley, Notary Public

I hereby certify that this instrument was filed for record in my office on 1 day of June, A. D., 19 23

at 11:20 o'clock A. M. Book 439, Page 30
 By Brady Brown, Deputy, (Seal) O. G. Weaver, County Clerk