

COMPARED

MORTGAGE RECORD NO. 456

341

Overbay, Hrg., Binder

236351 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Juanita P. Matteson and George R. Matteson, her husband of Tulsa County, Oklahoma, part V of the first part, have mortgaged and hereby mortgage to Arthur V. Long and Jennie Long, his wife, State of Oklahoma part 1st of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot six (6), Block three (3), Edgewood Place Addition to the city of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 11.18 and issued Receipt No 12,755 therefor in payment of mortgage tax on the within mortgage.

Dated this 23 day of July 192 3

W. W. Stuckey

County Treasurer

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 Eight Hundred Sixty-six and 92/100ths (\$866.92) DOLLARS, with interest thereon at the rate of 8 per cent, per annum, payable annually from date according to the terms of 1 certain promissory note described as follows, to-wit:

One note for the sum of Eight Hundred Sixty-six and 92/100ths dollars (\$866.92) due August 1, 1923, bearing interest at the rate of 8% per annum from date.

~~Of which there is an unpaid balance of \$266.00 on principal, \$17.08 on interest.~~

This mortgage is given subject, and is inferior, to a certain mortgage of \$800.00 and interest of which there is an unpaid balance of \$266.00 on principal, \$17.08 on interest given by said parties (Arthur V. Long and Jennie Long, his wife) to John H. Miller, Trustee and dated June 8, 1920.

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 upon 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 the second part shall be entitled to the immediate possession of the premises and all the 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 of Twenty-five and 0/100ths DOLLARS which this mortgage also secures.

Part 1st 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 9th day of February, 19 23

Juanita P. Matteson

SEAL

George R. Matteson

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, February 9th, 19 23, personally appeared Juanita P. Matteson and George R. Matteson, her husband

and to me known to be the identical person 8 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.

In Witness Whereof, I have hereunto set my official signature and affixed my notarial seal the day and year last above written.

My commission expires April 24, 1926 (Seal) Fay L. Hollis, Notary Public

I hereby certify that this instrument was filed for record in my office on 23 day of July A. D., 19 23 at 11:30 o'clock A. M. Book 439, Page 341
By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk