

#232244. N/S

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W.L. Tierney and Elizabeth Tierney, his wife,  
of Tulsa County, Oklahoma, part 1st of the first part, ha ve  
mortgaged and hereby mortgage to Exchange National Bank of Tulsa, Tulsa County, Oklahoma,  
of part y of the second part, the following described real estate and premises situated in  
Tulsa County, State of Oklahoma, to-wit:

The North Half (N/2) of Lot Four (4), in Block Three (3)  
Burnette Addition to the City of Tulsa, Tulsa County,  
Oklahoma, according to the recorded plat thereof, together  
with all improvements thereon.

INTERNAL REVENUE  
\$  
Cancelled

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 Twenty-Five Hundred DOLLARS,  
with interest thereon at the rate of 10 per cent, per annum, payable at maturity from  
according to the terms of one certain promissory note described as follows, to-wit:

One note for \$2500.00 due ninety days from May 11th, 1923,  
with interest at the rate of ten per cent per annum after  
maturity.

Identical to the original, 50¢ and issued  
Receipt No. 9857, dated June 23, 1923, in payment of mortgage  
tax on the within instrument.  
Dated this 7 June 23, 1923  
WAYNE L. LEE, County Treasurer  
W. J.

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above referred to or the taxes, insurance premiums, or in case of the  
breach of any covenant herein, or in the first mortgage above referred to,

This mortgage is given subject and is inferior, to a certain mortgage  
for \$4,000.00 and interest, given by said parties to Farm and Home  
Savings and Loan Association and dated April 20th, 1923.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 1st 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 1st of this mort-  
gage, ~~or interest~~ or the taxes, insurance premiums, or in case of the breach of any covenant herein, or in the first mortgage above referred to, the whole of said prin-  
cipal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and the second part 1st shall be entitled to the immediate pos-  
session of the premises and all the rents and profits thereof.

Said parties of the first part hereby agree 1st, that in the event action is brought to foreclose this mortgage they will pay a  
reasonable attorney's fee of \$250.00 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 11th day of May, 19 23

W.L. Tierney SEAL

Elizabeth Tierney SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, May 23, 19 23, a Notary Public in and for said County and State on this 26th  
day of May, 19 23 personally appeared W.L. Tierney and Elizabeth Tierney,  
his wife,

and  
to me known to be the identical person 1st 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 23, 1926. (SEAL) Das Wade Notary Public

I hereby certify that this instrument was filed for record in my office on 2 day of June, A. D., 19 23  
at 11:30 o'clock A. M. Book 430, Page 39  
By Brady Brown Deputy, (SEAL) O.G. Weaver, County Clerk