

MORTGAGE RECORD NO. 456

237912 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That B. G. McAllister and Jean L. McAllister of Tulsa County, Oklahoma, part 1st of the first part, have mortgaged and hereby mortgage to J. E. Grosbie part X of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Nineteen (19) in Block Eight (8) in Sunrise Terrace 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 Five Thousand, One Hundred Seventy-six and 16/100 DOLLARS, with interest thereon at the rate of 6 per cent, per annum, payable annually from maturity according to the terms of 2 certain promissory note S described as follows, to-wit:

One note in the sum of \$3500.00, dated July 11, 1923, due six months after date, with interest at the rate of six per cent per annum after maturity; and one note in the sum of \$1676.16, dated July 11, 1923, payable on demand, with interest at the rate of 6 per cent, per annum after maturity. This mortgage also secures any extensions or renewals of said notes or any part thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$240 and issued Receipt No. 11072 therefor in payment of mortgage tax on the within mortgage.

Dated this 13 day of Aug, 1923.  
W. S. B. County Treasurer  
Deputy

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, 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 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 part 1st 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 --- 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 July, 19 23

B. G. McAllister SEAL  
Jean L. McAllister SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ---, a Notary Public in and for said County and State on this 11th day of July, 19 23 personally appeared

B. G. McAllister and Jean L. McAllister 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 September 23, 1924 (Seal) Jessie I. Hastings Notary Public

I hereby certify that this instrument was filed for record in my office on 13 day of August, A. D., 1923 at 3:30 o'clock P. M. Book 439, Page 450  
By Brady Brown, Deputy, (Seal) O. G. Weaver, County Clerk