

COMPARED

MORTGAGE RECORD NO. 456

Overbay Bros., Inc.

~~232540~~

C. M. J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That H. E. Hanna and Lenore S. Hanna husband and wife,
of Tulsa County, Oklahoma, part 108 of the first part, ha-
mortgaged and hereby mortgage to Allen S. Burrows
of Tulsa County, State of Oklahoma, part V of the second part, the following described real estate and premises situated in

The southerly Thirty (30 ft.) feet of Lot Eleven (11) and the northerly Fifteen (15ft.) feet of Lot Twelve (12) in Block Five (5) of Woodward Park Addition to the city of Tulsa, according to the recorded plat thereof.

I hereby certify that I received \$ 218 and ten cents Receipt No. 9907 thereon, in payment of mortgage tax on the within mortgage.

Dated this 2 day of June 1923

WAYNE L. BUCKEY, County Treasurer

CW

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 Thirty-five hundred Dollars, due three years after date hereof DOLLARS, with interest thereon at the rate of eight Per cent, per annum, payable semi- annually from date until due and 10% according to the terms of one principal promissory note described as follows, to wit: and six interest coupon interest coupon notes thereto attached for \$140.00 each bearing even date herewith and given as evidence of the within indebtedness.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party 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. Y shall be entitled to the immediate possession 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,-----will pay a reasonable attorney's fee of Three hundred and fifty-----DOLLARS which this mortgage also secures.

Part ^{1es} of the first part, for said consideration, do-----heroby expressly waive appraisement of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this first day of June 19 23.

H. E. Hanna

-SEAL

Tenore S. Hanna

SEAL

STATE OF OKLAHOMA, County of Tulsa ss:

Before me, _____, a Notary Public in and for said County and State on this 5th
day of June, 1923, personally appeared _____

H. E. Hanna and Lenore S. Hanna, husband and 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 Mar. 4, 1924. (Seal) Harold J. Sullivan, Notary Public

I hereby certify that this instrument was filed for record in my office on 6 day of June A. D., 1923
at 10:00 o'clock A.M. Book 489, Page 60
By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk