

#242958 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W. O. Allison and Mary Edna Allison, formerly Mary Edna Killion of Tulsa, County, Oklahoma, part ies of the first part, have mortgaged and hereby mortgage to Randolph Shirk of Tulsa County, State of Oklahoma; to-wit:

The West Three (3) acres of Lot Eighteen (18), of Harter's Second Sub-Division to the City of Tulsa, Oklahoma, according to the duly recorded plat thereof; as shown by the records of the County Clerk of Tulsa County, Oklahoma.

STATE OF KANSAS,)
) SS.
LEAVENWORTH COUNTY)

Before me, a Notary Public, in and for said County and state on this 15th day of October, 1923; personally appeared W.O. Allison, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his 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.

(SEAL)

John Atwood, Notary Public;

My commission expires Jan. 30, 1927.

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 Fifteen Hundred and no/100 -----eight

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable ----- annually from maturityaccording to the terms of one certain promissory note ----- described as follows, to-wit:

Dated at Tulsa, Oklahoma, October 12, 1923, in the sum of \$1500.00, with interest at the rate of 8% per annum, Payable 60 days after date, to the order of Randolph Shirk and signed by W. O. Allison and Mary Edna Allison formerly Mary Edna Killion.

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 on 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 second part y shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said parties 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 as provided in said note ----- which this mortgage also secures.

Part ies of the first part, for said consideration, do ----- hereby expressly waive appraisal of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this Twelfth day of October, 1923

W. O. Allison

SEAL

Mary Edna Allison

formerly Mary Edna Killion

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this Twelfth day of October, 1923, personally appeared Mary Edna Allison formerly Mary Edna Killion;

and ----- to me known to be the identical person, who executed the within and foregoing instrument and acknowledged to me that she executed the same as her 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 3-11-25 (SEAL) E. Lamoin Morse Notary Public

I hereby certify that this instrument was filed for record in my office on 24 day of Oct., A. D. 1923 at 2:40 o'clock P. M.

By Brady Brown Deputy (SEAL) O.G. Weaver, County Clerk