

## MORTGAGE RECORD NO. 465

#243586 NS

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Mae B. Allen and Victor K. Allen  
 of Tulsa, Tulsa, County, Oklahoma, part ies the first part, have  
 mortgaged and hereby mortgage to Mrs. D.W. Gehan  
 of Tulsa, Tulsa, County, Oklahoma, part ies the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot 21 Block 7 Bellview Addition to the City of  
 Tulsa, Oklahoma, according to the recorded plat  
 thereof.

## ENDORSEMENT

12261  
 This mortgage is given to secure the principal sum of \$2850.00 and issued  
 on October 29, 1923 for the payment of mortgage

2 of 1923  
JB  
 County Clerk  
 Deputy

with all the improvements thereon and appurtenances thereto belonging and warrant the title to the same

except for a prior mortgage of \$2000.00

This mortgage is given to secure the principal sum of Twenty-eight hundred fifty (\$2850.00) -----

DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable ----- annually from ----- date

according to the terms of one certain promissory note ----- described as follows, to-wit:

Dated at Tulsa, Oklahoma, October 29, 1923,  
 in the sum of \$2850.00 - due October 29, 1926,  
 signed by Mae B. Allen and Victor K. Allen.

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 ies shall be entitled to the immediate possession of  
 the premises and all rents and profits thereof.

Said part ies 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 ten percent of amount due. ----- ~~XXXXXX~~  
 which this mortgage also secures.

Part ies 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 29th day of October, 1923

Mrs. Mae B. Allen

SEAL

Victor K. Allen

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this -----  
 day of October, 1923, personally appeared Mae B. Allen and Victor K. Allen,

and -----  
 to me known to be the identical person ----- 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 ----- Notary Public.

I hereby certify that this instrument was filed for record in my office on 1 day of Nov, A.D. 1923  
 at 4:30 o'clock P.M.

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