

## MORTGAGE RECORD NO. 465

#240671 NS

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That M. D. Sumner and Alma Sumner, husband and wife,  
 of Tulsa County, Oklahoma, part Y of the first part, ha S  
 mortgaged and hereby mortgage to James Beal  
 of part Y of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lots Twenty-five (25) to Thirty-one (31) Inclusive  
 in Block Eight (8) in Homestead Addition to the Town  
 of Broken Arrow, Oklahoma,

RECEIVED FROM THE DEPARTMENT  
 11/6/39  
 25 Sept 3  
 W. W. Weaver  
 8 Barling

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 Four Hundred Thirty and no/100 -----

DOLLARS.

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

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

One Note for \$75.00 with interest from date at the rate of 8% and  
 due Oct. 1st, 1923.

One note for \$100.00 with interest from date at the rate of 8% and  
 due Nov. 1st, 1923.

One note for \$127.50 with interest from date at the rate of 8% and  
 due March 12th, 1924.

One note for \$127.50 with interest from date at the rate of 8% and  
 due Sept. 12th, 1924.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part Y hereby  
 covenant S and agree S 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 part Y of the first part hereby agrees S that in the event action is brought to foreclose this mortgage, ----- will pay a  
 reasonable attorney's fee of Twenty-five ----- DOLLARS,  
 which this mortgage also secures.

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

Dated this Sept. 12th day of Sept., 1923.

M. D. Sumner SEAL

Alma Sumner, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ----- a Notary Public in and for said County and State, on this 14th  
 day of Sept., 1923, personally appeared M. D. Sumner and Alma Sumner, his 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 Aug. 28th, 1924. (SEAL) Joseph C. Dowdy, Notary Public.

I hereby certify that this instrument was filed for record in my office on 24 day of Sept., A. D. 1923  
 at 11 o'clock A. M.

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