

COMPARED

MORTGAGE RECORD NO. 465

589

#248111 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Chas. H. Merriken and Mary E. Merriken, his wife,  
a \_\_\_\_\_ of Tulsa, \_\_\_\_\_ County, Oklahoma, part ies of the first part, ha ve  
mortgaged and hereby mortgage to The Security National Bank of Tulsa,  
of \_\_\_\_\_ part V of the second part, the following described real estate and premises situated in  
Tulsa County, State of Oklahoma, to-wit:

Lot One (1), Two (2) and Three (3) in Block  
Twenty (20) in Berry Addition to the City of  
Tulsa, Tulsa County, Oklahoma, according to  
the recorded plat thereof.

TREASURER'S ENDORSEMENT  
I hereby certify that I received \$ 25 and issued  
Receipt No. 13/6 therefor in payment of death tax  
on the within mortgage.  
Dated this 3 day of Jan 1927  
W. W. Stackey, County Treasurer  
W. W. Stackey 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 Twelve Thousand Five Hundred (\$12,500.00)

\_\_\_\_\_ DOLLARS,  
with interest thereon at the rate of eight per cent, per annum, payable \_\_\_\_\_ annually from \_\_\_\_\_ Maturity  
according to the terms of One certain promissory note \_\_\_\_\_ described as follows, to-wit:

One note in the principal sum of \$12,500.00, dated  
December 28, 1923, due in ninety days, payable to  
Security National Bank, with interest at the rate of  
8 per cent from mty. Signed by Chas. H. Merriken

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.

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 V 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 per cent of principal sum of note \_\_\_\_\_ DOLLARS,  
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 28th day of December, 1923

Chas. H. Merriken, SEAL

Mary E. Merriken, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 29th  
day of Dec., 1923, personally appeared Chas. H. Merriken and Mary E. Merriken,  
his wife,

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 May 24, 1927. (SEAL) A. R. Marr, Notary Public.

I hereby certify that this instrument was filed for record in my office on 3 day of Jany. A. D. 1924  
at 2:20 o'clock P. M.

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