

MORTGAGE RECORD NO. 465

COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. L. Shaughnessy and Ina J. Shaughnessy, wife, of Tulsa, County, Oklahoma, part. of the first part, ve., mortgaged and hereby mortgage to C.W. Foltz, of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Numbered Nineteen (19) in Block Five (5), Midway Addition, to the City of Tulsa, Oklahoma, according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$12 and issued Receipt No. 2225 for the payment of mortgage tax on the within described

Dated the 11 day of January 1924
W. W. Stuckey, County Treasurer
SB

with all the improvements thereon and appurtenances thereto belonging and warrant the title to the same, subject to the above mentioned mortgage. This mortgage is given to secure the principal sum of Two Hundred Fifty-Six and 23/100 DOLLARS, with interest thereon at the rate of Eight per cent per annum payable monthly, beginning January 1st, 1924, according to the terms of one certain promissory note described below, to-wit:

\$256.23

Tulsa, Oklahoma, January 8, 1924.

At the rate of \$3.36 and interest monthly, I promise to pay to the order of C.W. Foltz, the sum of \$256.23, with interest at the rate of eight per cent per annum, until paid, on or before, according to the terms of one promissory note.

This mortgage is junior only to a first mortgage given to Tulsa Building & Loan Association for \$2500.00 under date of January 2-1924.

It is provided, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties, hereby covenants 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, including interest, 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,

The said parties of the first party, hereby agree, that in the event action is brought to foreclose this mortgage, the same will pay a reasonable attorney's fee of Twentyfive and 10% of the principal sum DOLLARS, which this mortgage also secures.

To the parties of the first party, for said consideration, do hereby expressly own and appraisal of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 8th day of January 1924.

John L. Shaughnessy

SEAL

Ina J. Shaughnessy

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss: AMONAHING NO STATE
Before me, John L. Shaughnessy, a Notary Public in and for said County and State, on this 8th day of January 1924, personally appeared John L. Shaughnessy and Ina J. Shaughnessy,

and John L. Shaughnessy is 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 Aug. 9, 1925. (SEAL) Mattie Sunderland, Notary Public

I hereby certify that this instrument was filed for record in my office on 11 day of January A.D. 1924.
at 11: o'clock A.M.
By Brady Brown (SEAL) Deputy O.G. Weaver, County Clerk