

#241104 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Florence R. Allen and F. L. Allen, her husband,
of Tulsa, Tulsa, County, Oklahoma, part ies the first part, ha ve
mortgaged and hereby mortgage to B. M. Grotkop and J. M. Haverfield,
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 Thirteen (13) in Block Five (5) in Orcutt
Addition to the City of Tulsa, Oklahoma,
according to the recorded plat thereof.

THIS INSTRUMENT IS RECEIVED
I hereby received of Florence R. Allen and F. L. Allen and issued
Receipt No. 11742 for the payment of mortgage
tax on the within instrument.
Dated this 29 day of Sept, 1923
W. W. Brown County Treasurer
S. B. Brown 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 Four Hundred Thirty Seven and 28/100 - - - - -

with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from date DOLLARS,
according to the terms of two certain promissory note 8 described as follows, to-wit:

- One note date Sept. 24th, 1923, due on or before March 24th 1924 in the amount of Two Hundred Eighteen and 64/100 Dollars (\$218.64).
- One note dated Sept. 24th, 1923, due on or before Sept. 24th 1924, in the amount of Two Hundred Eighteen and 64/100 Dollars, (\$218.64)

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, they will pay a reasonable attorney's fee of Ten Dollars & 10/100 of the amount remaining unpaid. ~~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 24th day of September, 1923

Florence R. Allen SEAL
F. L. 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 September, 1923, personally appeared Florence R. Allen and F. L. Allen,
her husband,

~~XXXX~~
to me known to be the identical person 8 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 23, 1925. (SEAL) G.E. Brown, Notary Public.

I hereby certify that this instrument was filed for record in my office on 29 day of Sept., A. D. 1923
at 9:30 o'clock A. M.
By Brady Brown Deputy (SEAL) O.G. Weaver, County Clerk.