

216933 C.M.J. COMPARED

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That C. S. Brantly and wife, Frances Brantly  
 of Tulsa County, Oklahoma, part ies of the first part, ha VS  
 mortgaged and hereby mortgage to R. M. McCreery  
 of part Y of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Five (5) in Block Six (6) of Irving  
 Place Addition to the City of Tulsa, Oklahoma,  
 according to the recorded plat thereof.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 1200 and issued  
 Receipt No. 6836 therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 19 day of Dec, 1922

WAYNE L. DICKEY, County Treasurer

B. L. S.  
 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 Hundred Fifty and No/100

DOLLARS

eight

semi

date

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

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

Note No. 1 dated this date and maturing one year from date for \$416.66  
 Note No. 2 dated this date and maturing two years from date for \$416.67  
 Note No. 3 dated this date and maturing three years from date for \$416.67  
 All of said notes bear interest at the rate of 8% per annum computed and  
 payable semiannually.

This mortgage is subject and inferior to a first mortgage in the sum of  
 \$2500.00 and a second mortgage in the sum of \$300.00

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 Y 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 \$50 and 10% of the amount recovered 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 15th day of December, 1922

C. S. Brantly

SEAL

Frances Brantly

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 15th  
 day of December, 1922, personally appeared

C. S. Brantly and wife, Frances Brantly

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 May 11-1923. (Seal)

Charles W. Simpson

Notary Public.

I hereby certify that this instrument was filed for record in my office on 19 day of Dec, A. D., 1922  
 at 4:40 o'clock P. M. Book 402, Page 152

By E. Delman

Deputy. (Seal)

O. D. Lawson

County Clerk.