

217929 C.M.J.

## COMPARED

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Genevieve J. McCann and O. J. McCann, her husband  
 a \_\_\_\_\_ of Tulsa County, Oklahoma, parties of the first part, have  
 mortgaged and hereby mortgage to Ella McKown Perry

of \_\_\_\_\_ part<sup>y</sup> of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

The Northerly one half of Lot Two (2) in Block One Hundred Twenty Two (122) in the city of Tulsa, according to the official plat and survey thereon, more particularly described as follows: Beginning at a point on the Easterly lot line of said block 122 on Cheyenne Avenue, 100 feet in a Southerly direction from the Northeastern corner of said block 122; thence 140 feet in a Westerly direction and along the Southerly lot line of Lot One (1) in said block to the alley line in said block; thence 50 feet in a Southerly direction along said alley line and parallel with the said Easterly lot line of said block; thence 140 feet in an Easterly direction parallel with the said Southerly lot line of said Lot One (1) in said block to the said Easterly lot line of said block; thence 50 feet in a Northerly direction along said Easterly lot line of said Block to the place of beginning.

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 \_\_\_\_\_

TWENTY TWO THOUSAND FIVE HUNDRED AND NO/100

DOLLARS

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

according to the terms of four certain promissory notes s described as follows, to-wit:

All of said notes being in the principal sum of Five Thousand Six Hundred Twenty Five Dollars (\$5625.00) each, all being dated January 2nd, 1923, all bearing interest at the rate of eight per cent per annum; payable semi-annually and said notes maturing as follows: On or before one year after date, on or before two years after date, on or before three years after date and on or before four years after date respectively. The last of said notes maturing January second 1927.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties 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<sup>y</sup> shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said part<sup>ies</sup> of the first part hereby agree, that in the event action is brought to foreclose this mortgage, \_\_\_\_\_ will pay a reasonable attorney's fee of Ten Dollars and ten per cent DOLLARS, which this mortgage also secures.

Part<sup>ies</sup> 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 2nd day of January, 1923.

Genevieve J. McCann SEAL

O. J. McCann SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 2nd day of January, 1923, personally appeared

Genevieve J. McCann

and O. J. McCann, her husband

to me known to be the identical person<sup>s</sup> 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 March 23rd, 1925. (Seal) Harry E. Wheeler, Notary Public.

I hereby certify that this instrument was filed for record in my office on 2 day of Jan. A. D., 1923

at 12:35 o'clock P. M. Book 402, Page 208

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

Receipt No. 217929, dated 1/2/23, and issued  
 by the County Treasurer in payment of mortgage  
 tax on the within mortgage.

Dated this 2nd day of January, 1923.

WAYNE L. DICKLEY, County Treasurer

Deputy