

The News-Bulletin Print & Audit Co., Spawnee, Okla.

219044 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Edna Clay & husband, A. C. Clay  
 a \_\_\_\_\_ of Tulsa County, Oklahoma, part ies of the first part, have  
 mortgaged and hereby mortgage to W. M. Halsey  
 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 12, in Block 4, in Fairview Addition  
 to the city of Tulsa, Oklahoma.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$366 and issued  
 Receipt No. 7266 in payment of mortgage  
 tax on the within mortgage.  
 Dated this 13 day of April 1923  
WAYNE L. DICKY, County Treasurer

Deputy

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same. to be clear of all in-  
 cumbrances of every kind.

This mortgage is given to secure the principal sum of \_\_\_\_\_

Three Hundred Fifty (\$350.00) & 00/100

DOLLARS

with interest thereon at the rate of 10 per cent, per annum, payable semiannually annually from \_\_\_\_\_ date \_\_\_\_\_

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

Both are of even date hereof being Jan. 12th, 1923. One is for \$100.00  
 due in 60 days, the other note is for \$250.00 due in 90 days

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 Fifty (\$50.00) 00/100 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 12th day of January, 19 23.

Edna Clay

SEAL

A. C. Clay

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 12th  
 day of January, 19 23 personally appeared \_\_\_\_\_

Edna Clay & husband A. C. Clay

and \_\_\_\_\_  
 to me known to be the identical persons 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 Dec. 2, 1926. (Seal) L. R. Cofer Notary Public.  
 (Seal reads Lula R. Cofer)

I hereby certify that this instrument was filed for record in my office on 15 day of Jan. A. D. 19 23  
 at 10:15 o'clock A. M. Book 402, Page 293

By Brady Brown Deputy, O. G. Weaver, County Clerk.