

219356 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That C. A. McNamara and Genevieve E. McNamara, his wife
 a _____ of Tulsa County, Oklahoma, part ies of the first part, have
 mortgaged and hereby mortgage to E. B. Huston
 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 Eight (8) in Block Three (3) of Sanger-Douglas Sub-Division of Block 25, of Park Place, an addition to the city of Tulsa, Oklahoma, according to the recorded plat thereof.

This mortgage is subject and inferior to a first mortgage for the sum of \$6,000.00 in favor of the Home Building and Loan Association of Tulsa, Oklahoma.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 2267 and issued Receipt No. 7267 therefor in payment of mortgage tax on the sum within mortgage.

Dated this 17 day of Jan 1923
WAYNE L. DICKEY, County Treasurer

This mortgage is given to secure the principal sum of Eleven Hundred and No/100
eight with interest thereon at the rate of _____ per cent, per annum, payable monthly annuities from _____ date
 according to the terms of eleven certain promissory note S described as follows, to-wit:

Eleven notes each for the sum of \$100.00 this date executed and delivered, the first of which matures on the 15th day of February, 1923 and one note on the 15th day of each and every month thereafter until all of said notes are paid in full. Said notes bear interest at the rate of 8% per annum computed and payable monthly on whole sum unpaid each month, such interest being included in the face of each note.

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 January, 1923.

C. A. McNamara SEAL

Genevieve E. McNamara 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 January, 19 23, personally appeared _____

C. A. McNamara and Genevieve E. McNamara, his wife

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 August 21, 1924. (Seal) Thomas R. Clift, Notary Public.

I hereby certify that this instrument was filed for record in my office on 17 day of Jan. A. D., 19 23
 at 2:30 o'clock P. M. Book 402, Page 329

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