

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That James W. McDonnell and Mae Ruth McDonnell, his wifeof Tulsa Tulsa County, Oklahoma, part of the first part, have mortgaged and hereby mortgage to The Liberty National Bank of Tulsa, Okla.,part V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Twenty-eight (28) in block Five (5),  
in South Side Addition to the City of  
Tulsa, Oklahoma, according to the recorded plat  
thereof.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 750 and issued  
Receipt No. 1391 in payment of mortgage  
tax on the within mortgage.

Dated this 24 day of Jan 1923  
WAYNE L. DICKEY, County Treasurer

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 Seventy- Five Hundred & 00/100 (\$7500.00) -----

DOLLARS

with interest thereon at the rate of ten per cent, per annum, payable ----- annually from maturity

according to the terms of one certain promissory note described as follows, to-wit:  
One note in the principal sum of \$7500.00, dated  
January 23rd, 1923, due April 16th, 1923, signed  
by James W. McDonnell and Mae Ruth McDonnell,  
his wife,

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 party 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 per cent of principal sum of note, ----- DOLLARS, which this mortgage also secures.

Parties of the first part, for said consideration, do hereby expressly waive appraisal of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 25 day of January, 1923James W. McDonnell SEALMae Ruth McDonnell SEALSTATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 23rd day of January, 1923, personally appeared James W. McDonnell and Mae Ruth McDonnell, his wife,

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 hand and official seal the day and year last above written.  
(Seal)

My commission expires November 19th, 1924.Olive McQueen Notary Public.

I hereby certify that this instrument was filed for record in my office on 24 day of Jan, 1923 at 9:20 o'clock A. M. Book 402, Page 362

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